

P202835

104-51-2976

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HARVEST BEND, THE VILLAGE, SECTION FOUR

04/28/93 00835304 P202835 \$ 81.00

THIS DECLARATION, made as of the date hereinafter set forth by
BRC DEVELOPMENT CORPORATION OF TEXAS, hereinafter referred to as
"Declarant";

W I T N E S S E T H

WHEREAS, Declarant is the owner of the majority of the lots in
that certain 6.3702 acre tract of land in the George W. Eaton
Survey, Abstract No. 251, in Harris County, Texas, which has been
heretofore platted and subdivided into that certain subdivision
known and designated as HARVEST BEND THE VILLAGE, SECTION FOUR,
according to the map or plat thereof recorded under Clerk's File
No. N928930 of the Official Public Records of Real Property of
Harris County, Texas; and

WHEREAS, U.S. Home Corporation, hereinafter referred to as
"U.S. Home", is the owner of all lots in Harvest Bend The Village,
Section Four which are not owned by the Declarant; and

WHEREAS, it is the desire of Declarant and U.S. Home to
provide for the preservation of the values and amenities in such
subdivision and, to this end subject the Lots (hereinafter defined)
therein to the covenants, conditions and restrictions hereinafter
set forth for the benefit of the Lots and all present and future
owners thereof;

NOW, THEREFORE, Declarant and U. S. Home hereby declare that
the Lots in HARVEST BEND THE VILLAGE, SECTION FOUR shall be held,
sold and conveyed subject to the following easements, restrictions,

OLD FOR TEXAS AMERICAN TITLE COMPANY

350-92-1811

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER
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Harris County, Texas

Osborne T. Lopez Deputy

covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in the Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to the COMMUNITY ASSOCIATION OF HARVEST BEND THE VILLAGE SECTION FOUR, A TEXAS NON-PROFIT CORPORATION, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 3. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members of the Association.

SECTION 4. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 5. "Declarant" shall mean and refer to BRC DEVELOPMENT CORPORATION OF TEXAS, its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purposes of development.

SECTION 6. "FHA" shall refer to the Federal Housing Administration.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of

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a residence excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tract.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in the plat of the Subdivision and additional lands added to the jurisdiction of the Association as provided herein.

SECTION 11. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 12. "Subdivision" shall mean and refer to HARVEST BEND THE VILLAGE, SECTION FOUR, as set forth in the Map Records of Harris County, Texas as described above.

SECTION 13. "Subdivision Plat" shall mean and refer to the recorded map or plat of the Subdivision.

SECTION 14. "VA" shall refer to the Veterans Administration.

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SECTION 15. "Offsite Recreation" shall mean and refer to any contractual rights or agreements the Association may have to use recreational facilities owned and operated by a community association other than the COMMUNITY ASSOCIATION OF HARVEST BEND THE VILLAGE, SECTION FOUR.

SECTION 16. "Original Homeowner" shall mean and refer to any purchaser of a Lot from a Builder on which a residence has been constructed.

ARTICLE 11

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Bryant P. Jensen, Joseph C. Bumgardner and Dan Perales, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for hereinbelow, shall cease on the earlier of DECEMBER 31, 1999, or the date upon which the Class B membership in the Association ceases, at which time the duties of

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the Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be commenced, erected, maintained or constructed on any Lot, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and speci-

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fications for proposed improvements within forty five (45) days after submission of all such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and acceptable exterior materials, colors and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restrictions in specific instances where the Committee in good faith deems that such

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variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. The Committee shall have no authority to grant any variance except in the instances expressly provided herein.

ARTICLE III

THE COMMUNITY ASSOCIATION OF HARVEST BEND

THE VILLAGE, SECTION FOUR

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the

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maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership:

(a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) CLASS B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on DECEMBER 31, 1999.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR

ASSESSMENTS. The Declarant and U. S. Home, for each Lot owned within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefrom, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

(a) annual assessments or charges; and

(b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of

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Charles T. Lopez Deputy
NOTARIES T. LOPEZ

promoting the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for providing Off-site Recreation. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: street lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; contracting with, and making payments to, other community associations for the providing members of the Association the use of swimming pools, tennis courts, playgrounds and other recreational facilities; and doing any other

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Deputy
COUNTY CLERK

thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The maximum annual assessment is hereby set at \$308.94 per year for the calendar year 1993. Thereafter, the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. Each year after 1993, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis at the Board's

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Harris County, Texas

Colleen T. Lopez
Colleen T. Lopez

election.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

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SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on the earlier to occur of (i) the conveyance of a minimum of six (6) Lots to a Builder or (ii) the conveyance of a Lot by a Builder to an Original Homeowner. If the Board fixes an assessment for 1993, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Except for the 1993 assessment, each annual assessment shall be due and payable in advance on the first day of January of

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each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and nonjudicial foreclosure in

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connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot

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which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, if any, or any contractual rights the Association may have for Offsite Recreation, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, or to charge a fee for the use of Offsite Recreation.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights to the Common Area, if any, or Offsite Recreation, of any Members for any period during which any assessment or other amount owed by such member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations

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governing the Members' use and enjoyment of the Common Area, if any, or the use and enjoyment of Offsite Recreation, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area if any, to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area if any, to public or private utility companies.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area if any, or to the use of the Offsite Recreation, to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other

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than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all streets; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of

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[Signature], Deputy

any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at

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MAY 01 1996

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Charles T. Lacey Deputy

his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. All lots shall be known, described and used as Lots for residential purposes only

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Harris County, Texas

Dolores T. Lopez, Deputy
DOLORES T. LOPEZ

(hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one single-family dwelling not to exceed two (2) full stories in height, with an attached or detached garage for one (1) or more, but not more than three (3) cars. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of the Lots for the following: garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. ARCHITECTURAL CONTROL. No building or other structure shall be erected or altered on any Lot until the construction plans and specifications therefor have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and as to compliance with minimum construction standards, as more fully provided for in Article II hereof. The Architectural Control Committee need approve each construction plan submitted with specifications only once and such approved construction plan with specifications will be deemed approved for repeated construction within the Subdivision so long as the constructing parties neither plan nor implement

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Harris County, Texas

Colores T. Lopez
COLORES T. LOPEZ

Deputy

changes thereto.

SECTION 3. FENCES. No fence or wall shall be erected, placed or altered on any Lot nearer to the street line, on the front of the house, than the minimum building setback lines as shown on the Subdivision Plat. Corner lot fencing will be permitted to be located on the side property line. All fences shall be constructed of wood or masonry and shall be of sound and attractive construction and shall be a height between six (6) and eight (8) feet unless otherwise approved by the Architectural Control Committee. Neither chainlink nor wrought iron fences shall be placed on Lots except as enclosures of swimming pools where not visible from any public thoroughfare or street. Chainlink or wrought iron fencing may be used to enclose subdivision recreational facilities.

SECTION 4. DWELLING SIZE. The living area of any single story main residential structure constructed on any Lot shall contain not less than 800 square feet for any dwelling constructed within the Properties. Multi-story dwellings shall contain a minimum of 600 square feet on the ground floor with a total minimum of 1200 square feet.

SECTION 5. TYPE OF CONSTRUCTION.

(a) The external roofing material of any residence shall meet or exceed all FHA standards and shall be of a color approved by the Architectural Control Committee prior to its installation.

(b) Unless otherwise approved by the Committee, at least

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twenty percent (20%) of the exterior wall area of all residences below eight (8) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

SECTION 6. DRIVEWAYS. On each Lot the builder shall construct and the Owner shall maintain at his expense, the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the builder shall repair, at his expense any damage to the street occasioned by connecting the driveway thereto.

SECTION 7. LOCATION OF IMPROVEMENTS. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat, and no building shall be located on any utility easement. For the Purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting the street. Each garage shall face the front of

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Richard T. Lippert Deputy
COUNTY CLERK

the Lot on which it is situated and will be provided with driveway access from the front of the Lot only. Upon the written approval of the Architectural Control Committee, garages on the corner Lots may be allowed to face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

SECTION 8. MINIMUM LOT SIZE. No lot shall have total square footage which is less than 4000 square feet, nor shall any building be erected or placed on any Lot having an area of less than 4000 square feet; provided, however, that nothing herein contained shall be construed to prohibit the replatting of Lots to increase the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

SECTION 9. GRASS AND SHRUBBERY. Unless otherwise approved by the Committee, the Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and

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weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FMA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is

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DOLORES T. LOPEZ, Deputy

customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision:

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 12. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed so as to be visible to public view from any street.

SECTION 13. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

SECTION 14. SIDEWALKS. If required by FHA or VA, before the construction of any residence is completed, the Builder shall

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construct in all adjacent street rights-of-way a concrete sidewalk four (4) feet in width, approximately parallel to the street curb and no further than five (5) feet from the back of the street curb. The sidewalk shall extend the full width of the Lot. On Corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner. To the extent required by law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs and will be provided at the time of construction of any sidewalks.

SECTION 15. TEMPORARY STRUCTURES. (a) No structure of a temporary character, whether trailer, motorhome, basement, tent, shack, carport, barn or other building shall be maintained or used on any Lot at any time as a residence or for any other purposes; however:

1. Anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a doghouse, so long as said pet domicile is not of unreasonable size, and is so placed on a residential Lot so as not to be visible from any street in the subdivision;
2. Provided further, however, that, anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a

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Roberto T. Lopez Deputy
ROBERTO T. LOPEZ

storage building not to exceed seven (7) feet in height, eight (8) feet in width, and ten (10) feet in length, or seven (7) feet in height, ten (10) feet in width, and eight (8) feet in length, said building not to exceed seven (7) feet in height and 560 cubic feet of enclosed and roofed area; provided that such storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from any street in the subdivision, and provided further that said storage building is built and maintained in a manner consistent with these restrictions, and approval is granted by the Architectural Control Committee.

SECTION 16. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. Furthermore, mailboxes shall meet the minimum standards of the United States Postal Service as to type, location and placement of the mailboxes.

SECTION 17. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 18. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be

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Debra L. Lopez Deputy

visible from any Street.

SECTION 19. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 20. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and

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Harris County, Texas

Charles T. Lopez Deputy

are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damage done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed in that part of HARVEST BEND THE VILLAGE, SECTION FOUR, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in HARVEST BEND THE VILLAGE, SECTION FOUR, at the execution of an agreement between the electric company and the Declarant or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as

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townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Lot Owner, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's own, and installed, service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Lot Owner, shall at his or its own cost, furnish, install, own and

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ENCLOSURE 10057

maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Lot Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service

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to any such mobile home unless (a) the Declarant has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system to any mobile home, and shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in any Reserve(s) shown on the plat of HARVEST BEND THE VILLAGE, SECTION FOUR, as such plat exists at the execution of the agreement for underground electric service between the electric company and the Declarant or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless the Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

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Robert T. Lacey Deputy

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

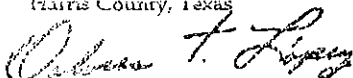
SECTION 3. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. Declarant does hereby reserve unto itself, its successors and assigns, the sole and exclusive right to receive and retain all income, revenue or other

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Harris County, Texas


DOLORES T. LOPEZ Deputy

things of value paid or to be paid by such cable television company or companies pursuant to any such agreements.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots in the Subdivision has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and

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Oliver T. Lopez Deputy

effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 6. AMENDMENT. Subject to the provisions of Section 10 of this Article X, this Declaration may be amended by an instrument executed by the owners of two-thirds (2/3rds) of the Lots in the Subdivision. Any amendment must be recorded.

SECTION 7. ANNEXATION. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association, provided, however, that upon submission to and approval by the FHA or the VA of a general plan of the entire

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Harris County, Texas

[Signature] Deputy
DOUGLAS T. LORCH

development, additional stages of development may be annexed by Declarant without such approval by the Members. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis.

SECTION 8. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

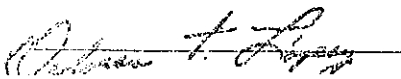
SECTION 9. DISSOLUTION. The Association may be dissolved in

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accordance with law with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members.

SECTION 10. FHA/VA APPROVAL. As long as there is a Class "B" membership, the annexation of additional properties, mergers and consolidations, the dedication of Common Area, the mortgaging of Common Area, dissolution, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of FHA and VA.

Executed this 27th day of April, 1993. (2)

BRC DEVELOPMENT CORPORATION OF TEXAS,
a Texas Corporation

By: [Signature]
Bryant Jensen, President

U.S. HOME CORPORATION

By: Richard V. Gadd Jr.
Name: RICHARD V. GADD JR.
Capacity: DIV SR Vice Pres.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

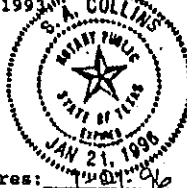
ATTEST: MAY 01 1996
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Bryant P. Jensen, President of BRC DEVELOPMENT CORPORATION OF TEXAS, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of April, 1992.



Sylvia Collins
Notary Public in and for
Harris County, Texas

My Commission expires: 1-21-96

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD V. GADD JR. DIV. SR. V.P. of U.S. HOME CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of April, 1992.



Sylvia Collins
Notary Public in and for
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My Commission expires: 1-21-96

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A CERTIFIED COPY
MAY 01 1996

ATTEST:
BEVERLY R. KAUFMAN, County Clerk
Harris County, Texas

Charles T. Lopez, Deputy

104-51-3015

FILED

93 APR 28 PM 1:34

Quita Rodman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED in the Official Public Records of Real Property of
Harris County, Texas on

APR 28 1993



Quita Rodman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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ATTEST: MAY 01 1996

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Charles T. Lopez Deputy