

E866604

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*D11*

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

147-12-0578

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Declarant is the owner of that certain real property  
in Harris County, Texas, described as follows:

*10/11*  
Being a 0.7067 acre tract of land out of Reserve "A" of Block 9 of  
Glenshannon, Section 4, according to the map as recorded in Volume 187,  
Page 6 of the Map Records of Harris County, Texas and being more  
particularly described by metes and bounds as follows:

*2950*  
COMMENCING at the Northeast corner of the above said Reserve "A", said  
point being in the South line of a Shell Pipeline Corporation 40'  
Easement according to Volume 7766, Page 272 of the Harris County Deed  
Records and also being in the West right-of-way line of Maplecrest  
Drive, based on 60.00 feet in width;

THENCE S 20 deg. 04' 55" W following along the East line of the above  
said Reserve "A" and the West right-of-way line of the above said  
Maplecrest Drive a distance of 112.57 feet to a point for corner;

THENCE N 69 deg. 55' 05" W a distance of 237.16 feet to a point for  
corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE S 20 deg. 04' 55" W a distance of 282.43 feet to a point for the  
Southeast corner of the tract of land herein described, said point  
being in the South line of the above said Reserve "A" and the North  
right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE N 69 deg. 55' 05" W following along the South line of the above  
said Reserve "A" and the North right-of-way line of the above said  
Bexley Drive, a distance of 109.00 feet to a point for the Southwest  
corner of the tract of land herein described;

THENCE N 20 deg. 04' 55" E a distance of 282.43 feet to a point for  
corner of the tract of land herein described;

THENCE S 69 deg. 55' 05" E a distance of 109.00 feet to a point for the  
Northeast corner and the PLACE OF BEGINNING of the tract of land herein  
described.

From this property will be cut seven (7) lots, said lots being  
fully described in Exhibit I, attached hereto and made a part of herefor for  
all purposes, and all the remainder of the above described property shall  
constitute Common Area.

AND WHEREAS, Declarant will convey the said the said properties, subject  
to certain protective covenants, conditions, restrictions, liens and charges  
as hereinafter set forth;

NOW THEREFOR, Declarant hereby declares that all of the properties  
described above shall be held, sold and conveyed subject to the following

RETURN TO:

Investors Title Co.

P. O. BOX 2163

HOUSTON, TEXAS 77001

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GF# 17764 T

easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### DEFINITIONS

Section 1: "Association" shall mean and refer to GLENCLUSTER COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" Shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the seven (7) Building Sites above described and shall include, for example, but not by way of limitation, all recreational facilities, swimming pools, pumps, trees, landscaping, pipe wires, conduits and other public utility lines situated thereon.

Section 4. "Lot" or parcel, shall mean and refer to any of the seven (7) Building Sites (Which except the Common Area) on which there is or will be constructed a single family townhouse which is to be individually and separately owned.

Section 5. "Townhouse" shall mean a single family residence unit joined together with at least one more single family residence by a common wall, or walls, and/or roof and/or foundation.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to LEYENDECKER AND ASSOCIATES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (3) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B Membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

## ARTICLE III

### MEMBERSHIP

Every person or entity who is record owner of a fee or undivided

fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the purpose of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE IV

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all 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.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events,

- (a) when the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership, or
- (b) January 15, 1975.

#### ARTICLE V

##### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than fifty (50) days in advance and unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot. As a right running with the real property, ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each Townhouse to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners of the Townhouses. Title to the Common Area shall remain undivided in the Association so as to preserve the rights of the Owners with respect to their use and enjoyment of the Common Area.

#### ARTICLE VI

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal

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obligation shall not pass to his 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 promoting the recreation, health, safety and welfare of the resident in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Townhouses situated upon the Properties. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repairs, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Lots or Townhouses as may from time to time be authorized by the Board of Directors, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping, swimming pool, recreational buildings and equipment, roofs and exterior walls of the Townhouses, garages, including their roofs, garbage pickup, water and sewer service furnished to the Townhouses by the Association and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

Section 3. Basis and Maximum of Annual Assessments. Until January, 1977 the maximum annual assessment shall be \$480.00 per Lot.

- (a) From and after January, 1977, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the yearly rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July or not more than 3% above the maximum assessment for the previous year, whichever is greater.

- (b) From and after January 1st, the maximum annual assessment may be increased above that established by the Consumer Price Index Formula, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. As long as there is a Class B membership, the Board of Directors may charge and collect a fraction of the annual assessment on each Lot until the conveyance of said Lot by Declarant to an Owner, provided that any such fractional charge to Declarant shall not be less than twenty-five (25%) percent.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that



any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except as provided in Section 3(c) hereof, and may be collected on a monthly basis, i.e. 1/12th of the annual assessment on each Lot each month.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise

provided, the Association shall collect each month from the Owner of each Lot 1/12th of the annual assessment for such Lot. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the GLENCLUSTER COMMUNITY ASSOCIATION, INC. or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid 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 on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or Transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. Any management agreement entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty (60%) Percent of the votes of each class of the members of the Association. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

Section 12. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee. In the event of damage or destruction by fire and other casualty to any Common Area property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal government agency, with the proviso agreed to by said bank or institution that such funds be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all townhouse owners, as established by Article VI, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event of damage

or destruction by fire or other casualty to any townhouse, carport, storage area or other property of an individual owner, said Owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the carport, storage area and exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild or enter into a contract to repair and rebuild any and all such damage to the exterior of the townhouse, garage and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse and garage and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same and subject to foreclosures as above provided.

#### ARTICLE VII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding part walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owner of a Townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent

that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner, who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building, fence or wall or other structure shall be commenced, erected or maintained upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location

of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Also included under their control are changes or alterations, proposed in any manner, to the landscaping in any yard other than the patio of each Townhouse. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE IX

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, garages, parking areas, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, patios, window and door fixtures and hardware; maintenance and repair of these areas and items shall be the sole responsibility of the individual Lot owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE X

##### USE RESTRICTIONS

Section 1. All buildings or structures on the property shall be of new construction.

Section 2. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; nor shall an Owner's or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Lots.

Section 4. No buildings other than Townhouses, being single family residence joined together by a common wall or walls, and/or roof and/or foundation, shall be construction on the Lots.

Section 5. No building or structure shall be moved onto said Lots except small storage buildings that have been approved by the Architectural Control Committee.

Section 6. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 7. No advertising (except one "For Rent" or "For Sale" sign of not more than five (5) square feet per Lot) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Lots.

Section 8. The foregoing covenants of this Article X shall not apply to the activities of GLENCLUSTER COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, or Declarant. Declarant may maintain, while constructing and selling the Townhouses, in or upon such portions of the property as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred or maintained for any commercial purposes.



Section 10. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 11. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets.

Section 12. Without prior written authorization of the Board of Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated on the property.

Section 13. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the Townhouses, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 14. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by Owners of Lots, their families, guests, and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests, and invitees of Owners of Lots may park their vehicles in the guest parking areas provided on the recorded map of the Properties. Guest parking areas are not intended for use by the Owner of lots for parking or storing boats, trailers, camping units, or any personal vehicles and the Board of Directors may insure the proper use of said areas in such legal manner as it deems necessary.

Section 15. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property,

except as installed in accordance with the initial construction of the building or as approved by the Association's Board of Directors or their designated Architectural committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual Lot Owner and not in any manner the responsibility of the Association.

#### ARTICLE XI

##### EASEMENTS

Section 1. Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hand of the structures built by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Architectural Control Committee. In the event a multi-family building containing two (2) or more Townhouses, is partially or totally destroyed and then rebuilt, the Owners of the Townhouses agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity and gas. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the Townhouses to service the townhouses as initially constructed. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated after the initial installation on the property until approved by the Association's Board of Directors. In the event that any utility company furnished a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. An underground electric distribution system will be installed in that part of Glencluster Subdivision, (located in the West one-half (1/2) of Reserve "A", Glenshannon Subdivision, Section 4, recorded in Volume 187, Page 6 of the Map Records of Harris County, Texas.), designated Underground Residential Subdivision, which underground service area shall embrace all lots in the above mentioned subdivision. The owner of each lot in the Underground Residential Subdivision shall, at his 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 the electric company's metering on customer's 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. In addition the owner of each lot shall, at his own cost, furnish, install, own and 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 the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 4. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 5. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat and instruments recorded in the office of the County Clerk of Harris County, Texas and by instruments that may hereafter

be recorded in said office as provided in Section 2 of this Article XI above. Copies of these shall be kept on file in the initial registered office of the Association. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

#### ARTICLE XII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the Date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. An amendment must be properly recorded in Harris County, Texas.

Section 4. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of total voting membership.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration:

Annexation of additional properties, mergers  
and consolidations, mortgaging of Common Area,  
dedication of Common Area, And Amendment of this  
Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20<sup>th</sup> day of August, 1976.

OWNER:

LEYENDECKER AND ASSOCIATES, INC. *206*

By: *Charles S. Leyendecker*

President

ATTEST:

*Charles S. Leyendecker*  
Secretary

LIENHOLDER:

FIRST CONTINENTAL REAL ESTATE  
INVESTMENT TRUST

By: *Jack E. Gault*

Trustee

ATTEST:

*Tom S. Skinner*  
Asst. Secretary

REPRODUCED INSTRUMENT:  
This instrument is not authentic for photographic reproduction due to carbon or photo copy, distressed paper, etc., or due to illegibility. All short-cuts, alterations and changes were present at time instrument was filed and recorded.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

147-12-0599

BEFORE ME, the undersigned authority, on this day personally appeared Charles S. Leyendecker, President of LEYENDECKER AND ASSOCIATES, INC., a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN under my hand and seal of office, this the 20<sup>th</sup> day of August, 1976.

Anna Henderson  
Notary Public in and for Harris  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joe J. Lynch, Trustee of FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUS, known to me to be the Office and Trustee whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Trust.

GIVEN under my hand and seal of office, this the 23<sup>rd</sup> day of August, 1976.

Martha A. Dodson  
Notary Public in and for Harris  
County, Texas

147-12-0600

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

10642 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 27.21 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 37.46 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 79.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 37.46 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 79.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
4100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
664-2828

147-12-0601

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

10644 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 64.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 39.00 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 79.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 39.00 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 79.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
6100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
640-2830



BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

147-12-0602

10646 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 103.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 23.00 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 70.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 23.00 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 70.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 13699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
4100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
666-2828

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

147-12-0603

10648 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 126.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 23.00 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 70.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 23.00 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 70.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
6100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
400-2830

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

147-12-0604

10650 Bexley Drive.

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Baxley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Baxley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 149.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 37.00 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 71.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 37.00 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 71.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
4100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
600-2222

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

147-12-0605

10652 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 186.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 37.00 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 73.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 37.00 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 73.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15659  
Registered Public Surveyor No. 929.

L. C. LOPER & ASSOCIATES, INC.  
6100 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
600-2822

BEING A TRACT OF LAND OUT OF  
RESERVE "A"  
GLENSHANNON, SECTION 4  
HARRIS COUNTY, TEXAS

147-12-0606

10654 Bexley Drive

Being a tract of land out of Reserve "A" of Glenshannon, Section 4 according to the map as recorded in Volume 187, page 6 of the Map Records of Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the most Southerly Southwest corner of the above said Reserve "A", said point being in the Northerly right-of-way line of Bexley Drive, based on 60.00 feet in width;

THENCE S 69° 55' 05" E following along the Southerly line of the above said Reserve "A" and the Northerly right-of-way line of the above said Bexley Drive, a distance of 775.08 feet to a point for corner;

THENCE N 20° 04' 55" E a distance of 223.67 feet to a point for corner and the PLACE OF BEGINNING of the tract of land herein described;

THENCE continuing N 20° 04' 55" E a distance of 41.46 feet to a point for the Northwest corner of the tract of land herein described;

THENCE S 69° 55' 05" E a distance of 77.92 feet to a point for the Northeast corner of the tract of land herein described;

THENCE S 20° 04' 55" W a distance of 41.46 feet to a point for the Southeast corner of the tract of land herein described;

THENCE N 69° 55' 05" W a distance of 77.92 feet to a point for the Southwest corner and the PLACE OF BEGINNING of the tract of land herein described.

L. C. LOPER  
Registered Professional Engineer No. 15699  
Registered Public Surveyor No. 929

L. C. LOPER & ASSOCIATES, INC.  
4110 BELLAIR BLVD.  
HOUSTON, TEXAS 77025  
800-2228