

E370020

DECLARATION OF NORTHBROOK NORTH  
TOWNHOUSE ASSOCIATION, INC.

116-16-1061

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

RECITALS.

1. Northbrook North Townhouse Association, Inc. (hereinafter referred to as the "Association"), is a Texas Non-Profit Corporation formed in a manner consistent with the provisions of that certain instrument captioned "Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as the "Declaration") for Phase II and Phase II West of Northbrook Village Planned Unit Development Section One, according to the respective plats of such Phase II and Phase II West recorded in the Map Records of Harris County, Texas (such Phase II and Phase II West being hereinafter together referred to as the "Subdivision").

2. The Board of Trustees of the Association has been informed that, in order to qualify the Subdivision under the currently applicable regulations of certain quasi-governmental mortgage entities (including without limitation the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association) for purposes of issuance by mortgage lenders of permanent loan commitments relative to residences in the Subdivision, the Association shall be required to make certain affirmative covenants enforceable by and for the benefit of such mortgage lenders.

3. The Board of Trustees of the Association has determined that the issuance of such permanent loan commitments will serve the best interests of the present and future Members of the Association and, pursuant to the discretionary authority granted to the Board of Trustees of the Association in its By-Laws, desires to make such covenants and evidence same hereby, and further desires that such covenants be for the benefit of and enforceable by all holders of first mortgage liens as to any portion of the Subdivision (hereinafter collectively referred to as the "Mortgage Lenders") and the Members of the Association.

#### AGREEMENT

For the purposes herein stated, the Association, acting by and through its Board of Trustees, hereby covenants and agrees as follows:

1. The Declaration defines and designates certain portions of the Subdivision as "Common Properties" and "Common Facilities". Contemporaneously herewith, the Common Properties and Common Facilities in the Subdivision have been conveyed by Venture 80 Homes, Inc. (the developer of the Subdivision) to the Association. The Association covenants and agrees that the written approval of Mortgage Lenders relative to any portion of the Subdivision must be obtained prior to any alienation, release, transfer, hypothecation, encumbrance, partition or subdivision by the Association of any portion of the Common Properties or Facilities, except as permitted or contemplated in Article V, Section 3 of the Declaration.

2. The Declaration creates and imposes certain obligations on each Owner of a Lot in the Subdivision, and further provides certain remedies in favor of the Association to secure the Association in the performance of such obligations by such Owners. The Association covenants and agrees to give to the applicable Mortgage Lender prompt notice of any default in the performance of such obligations by the Owner of any Lot in the Subdivision covered by a lien in favor of such Mortgage Lender, which default has remained unremedied for a period of thirty (30) days.

3. The Association covenants and agrees that any Mortgage Lender shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice of such intention, and, upon written request therefor, to receive annual reports and other reasonable financial data and notice of the meetings of the Association. Each Mortgage Lender shall have the right to designate a representative to attend all meetings of the Association.

116-16-1062

4. The Association covenants and agrees to deliver to all Mortgage Lenders (except as hereinafter provided in connection with matters involving specific Lots) written notice of:

A. Any proposal by the Association to its Members that any of the following actions be taken:

(i) abandonment or termination of the Subdivision, by replat or otherwise, or abandonment or termination of the single family residential character of the Lots in the Subdivision, or abandonment or termination of the recreational and common use character of the Common Properties and Facilities in the Subdivision (except as permitted or contemplated in Article V, Section 3 of the Declaration);

(ii) Material amendment to the Declaration, or to the By-Laws or Articles of Incorporation of the Association;

(iii) termination of professional management of the Common Properties and Facilities and assumption by the Association of self-management thereof.

B. Substantial damage to or destruction of any part of the Common Properties or Facilities, and notice to the Mortgage Lender holding the lien thereon, of substantial damage to or destruction of any townhouse.

C. The institution of any condemnation proceedings, or the threat or contemplation thereof (if known to the Association) relative to any portion of the Subdivision, and to provide the Mortgage Lenders as much information as shall be available to the Association relative to such pending, threatened or contemplated condemnation proceedings.

5. The covenants and agreements by the Association contained herein are intended to be enforceable by and to inure to the benefit of all Mortgage Lenders and all Members of the Association. However, to be entitled to receive the notices herein provided to be delivered to the Mortgage Lenders by the Association, each such Mortgage Lender, upon perfecting a lien covering any portion of the Subdivision, shall deliver to the Association a written notice identifying the Mortgage Lender involved, the lot or lots affected by the lien(s) in favor of such Mortgage Lender, the name of the

116-16-1063

Owner(s) of such lot(s) and specifying an address to which such notices from the Association are to be sent. Such notice to the Association shall be sent to the address of the registered agent of the Association on file from time to time in the records of the Secretary of State of the State of Texas. Unless and until such notice containing such information is delivered to the Association by such mortgagee, the Association shall have no obligation to deliver such notices to such Mortgage Lender. Each Mortgage Lender shall have the right to change such designated address from time to time by written notice thereof delivered to the Association.

116-16-1064

EXECUTED this the 14<sup>th</sup> day of February, 1975, to be effective December 1, 1974.

NORTHBROOK NORTH TOWNHOUSE  
ASSOCIATION, INC.

BY: [Signature] Member,  
Board of Trustees

BY: [Signature] Member,  
Board of Trustees

BY: [Signature] Member,  
Board of Trustees

BY: [Signature] Member,  
Board of Trustees

BY: [Signature] Member,  
Board of Trustees

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Jerry W. Baker, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.

Walter H. Handley  
Notary Public in and for  
Harris County, Texas

116-16-1065

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Walter H. Handley, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.

Willie N. Sieh  
Notary Public in and for  
Harris County, Texas

WILLIE NORTON SIEH  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975.

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Jack Scott, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of February, 1975.

Walter H. Handley  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS     §  
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COUNTY OF               §

116-16-1066

BEFORE ME, the undersigned authority, on this day personally appeared DAVID SCHULMAN, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14TH day of February, 1975.

Walter H. Hender  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS     §  
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COUNTY OF               §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID MURRAY, Member, Board of Trustees, of NORTHBROOK NORTH TOWNHOUSE ASSOCIATION, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14TH day of February, 1975.

Walter H. Hender  
Notary Public in and for  
Harris County, Texas