

Rest

515-19-2250

DECLARATION

S683394

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

10/13/97 100586801 S683394

\$53.00

THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration, made on the date hereinafter set forth by YALE/MEADOWS PARTNERS, a Texas limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as COUNTRY MEADOWS, a subdivision in HARRIS County, *lee* TOMBALL, Texas, and described as follows:

A 29.1908 ACRES OUT OF THE JOSEPH HOUSE SURVEY, ABSTRACT NO. 34, HARRIS COUNTY, TEXAS. FILED ON JUNE 4, 1997 AND DULY RECORDED ON JUNE 10, 1997 AT FILM CODE NO. 389002, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. *D*

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WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the said subdivision in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in said subdivision, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservation shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.



ARTICLE I

DEFINITIONS

Section 1. "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 as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 2. "Properties" shall mean and refer to that certain real property herein before described and called said subdivision, subject to the Reservations set forth herein and/or in the said subdivision Plats, and/or Replats, if any, and any additional properties made subject to the terms hereof pursuant to the provision set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any replat thereof.

Section 4. "Common Area" shall mean all property dedicated for the common use and benefit of the owners, if any.

Section 5. "Declarants" shall mean and refer to YALE/MEADOWS PARTNERS, a Texas limited partnership, and their successor and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarants (or any of them) for the purpose of development or are so designated in writing by Declarants as the successors and assigns of all Declarants's rights hereunder.

Section 6. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provision set forth herein.

Section 7. "Architectural Control Committee" shall mean and refer the COUNTRY MEADOWS, , Architectural Control Committee provided for in Article IV hereof.



ARTICLE II

RESERVATIONS, EXCEPTIONS and DEDICATIONSSection 1. Recorded subdivisions maps of the Properties.

The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the properties including without limitations certain minimum set back lines, and all dedications, limitations, restrictions and reservations are incorporated herein and made a part hereof as, if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarants, conveying said property or any part thereof, whether specifically referred to therein or not.

Declarant YALE/MEADOWS PARTNERS, is granted and shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots that are replatted shall be subject to these restrictions as if such lots were originally included herein. Any such replat must comply with all local, state, other applicable ordinances, statutes, regulations and requirements.

Section 2. Easements. Declarants reserve for the public use the easements and rights-of-way as shown on the recorded subdivision map of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarants see fit to install in, across and/or under the Properties. Declarant YALE/MEADOWS PARTNERS is granted and reserves the right to make changes in and additions to the above easements for the propose of most efficiently and economically installing the improvements. Neither Declarants nor any utility company using the easements herein referred to shall be liable for damage done by their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.



Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarants to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. 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 service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a platted Lot shall have an attached or detached garage or carport for one (1) or more cars, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot in lieu of or in addition to a garage and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers from being placed on the Lots, or the use of said Lots for 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 purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within the Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee. A minimum of 50% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, hardiplank, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.



Section 2. Minimum square footage within improvements and maximum height of improvements. Those lots described above as shown on the plat of COUNTRY MEADOWS,, or any replat thereof, are restricted to a dwelling with a minimum of one thousand three hundred fifty (1,350) square feet of livable area, exclusive of open porches and garages or carports. No dwelling, structure, building, or other improvements, whether temporary or permanent, shall exceed thirty-five (35) feet in height.

Section 3. Sidewalks. If there are applicable laws, regulations or rules, including local building code requirements and specifications, sidewalks (including wheel chair ramps) shall be constructed in accordance therewith. The plans for each residential building on each said Lot shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the improvements upon the Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than fifteen (15) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. For the propose of this section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line. In addition to the foregoing provisions, the location of the improvements upon a lot shall also be subject to all applicable laws, regulations and rules, including local building code requirements and specifications, including applicable local building code regulations pertaining to yard requirements.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots thereof may consolidate or redivide such Lots into one or more building sites with the privilege of placing or construction of improvements on such resulting sites,



in which case the front footage at the building setback lines shall be measured from the resulting side property line rather than from the Lot lines as indicated on the recorded plats. Any resulting building site must have (i) frontage at the building setback line of not less than seventy (70) feet and (ii), if applicable, the minimum square footage in area as required by any law, regulation or rule, including local building code regulations and specifications.

In the event an owner of one or more lots consolidates two lots or less into one composite building site, each composite building site so constructed shall be considered one lot for purpose of all restrictions, covenants and conditions imposed against the property.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which have received Architectural Control Committee approval; provided, however, that Declarant YALE/MEADOWS PARTNERS is granted and reserves unto itself, its successors and assigns and Builders, the right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any lot,



easement, right-of-way or common area unless such vehicle does not exceed either seven feet in height, and/or seven feet six inches in width and/or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed either seven feet in height, and/or seven feet six inches in width and/or twenty-one feet in length.

No non-motorized vehicles, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fences, structure or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or housed in the immediate vicinity.

Section 9. Mineral operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, the pet must be on a leash at all times. It



is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section 11. Walls, fences and hedges. No hedges in excess of three (3) feet in height, wall or fences shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all time keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarants or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials



shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary conditions and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant or the Association or their respective successors and assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such weeds, dead grass and shrubs, tree limbs and branches, garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant or such Lot for the cost of such work and other costs to obtain compliance with this Section 15, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the highest rate of interest allowed under the laws of the State of Texas and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligations of the Owner of such Lot at the time of such assessment.

Section 14. Signs, advertisements, billboards. Except for signs owned by Declarants or by builders advertising their model homes during the period of original construction and homes sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in the Subdivision. Declarants YALE/MEADOWS PARTNERS, or its assigns, will have the right to



remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal.

Section 15. Window Air Conditioners. No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.

Section 16. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No video and/or satellite dish of any kind will be permitted which is visible from any ground location other than the rear of the Lot. Each video and/or satellite dish must be attached to the dwelling and can only be attached to the rear of the Dwelling unit.

Section 17. 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 unless otherwise approved in writing by the Architectural Control Committee.

Section 18. Maintenance of subdivision perimeter fence.
The Owners of the following Lots, to-wit:

LOT	BLOCK
1	1
82	1
1	2
12	2
13	2
14	2
15	2
16	2
17	2
18	2



Shall maintain in good repair all fences on the perimeter of the Subdivision which have been erected by Declarants or otherwise, and Owner shall promptly repair or replace the same in the event of partial or total destruction.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (as defined below), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior additions to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with the respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of COUNTRY MEADOWS,, subdivision. Landscaping shall mean living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, i.e., bark mulch, etc.; however, trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers, and bricks which are the same color as the bricks on the dwelling and without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet. Nothing herein shall be construed as requiring Architectural Control Committee approval for the interior of any building, structure or improvement. A copy of the construction plans and specifications and plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of Construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvements on any Lot, and its judgment shall be final and conclusive. The approval or



lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of Gary Schwing, James V. Morell and Andy Armstrong, who by majority vote may designate a representative to act for them. Declarants YALE/MEADOWS PARTNERS is hereby granted and retains exclusively all rights to assign the duties, powers and responsibilities of the Architectural Control Committee. The address of the committee is 211 Highland Cross, Suite 230, Houston, Texas 77073.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representatives shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall cease and terminate.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for a description of the variances requested, plans, and



specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its considerations of a request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenants(s) and the particular variance requested, expressing that the decision of the Architectural Control Committee to permit the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the committee's designated representative if one has been designated under the authority contained in Section 2. above). Any request for a variance shall be deemed to have been disapproved for the propose hereof in the event of either (a) written notice of disapproval from Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall have expired with succession, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarants that no variances be available except in the discretion of the Architectural Control Committee.

ARTICLE V

COUNTRY MEADOWS COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. Membership and voting rights. Every owner of a lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.



Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners as defined in Section 1. of Article V, 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 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 and shall be entitled to three (3) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happenings of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2010.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. COUNTRY MEADOWS COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records



of the Association at reasonable times during normal business hours.

Section 6. Maintenance of Common Areas, etc.. The Association shall at its expense maintain, repair and restore the Common Area and all areas included in and immediately adjoining all entries and exists from the Subdivision, whether or not such property shall be owned by the Association.

Section 7. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Association Common Areas, if any, which shall be appurtenant to and shall pass with the titles to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of designated recreational facilities situated upon the Association Common Area, if any. Failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.
- (b) The right of the Association to suspend the voting rights and right to use the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rates and regulations for the use of the common areas including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association to any portion of the Common Area, if any, to the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded.



Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area, if any, and the facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the lien and personal obligations of assessments. Each Lot in the Properties is hereby subject to an annual maintenance charge, and 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 such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligations of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any. The responsibilities of the Homeowner's Association shall include, by way of example but without limitation, at its sole discretion, and any and all of the following; maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreations areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and



necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at the uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments attributable to their Lots, except if there are no improvements thereto, then the applicable percentage shall be fifty percent (50%);
- (b) The Declarant, its successors or assigns, as defined herein, shall pay twenty percent (20%) of annual and special assessments attributable to their Lots; and
- (c) Builders (meaning any person or entity who is in the business or construction single family dwellings and who acquired one or more Lots from the Declarant for the purpose and with the intention of construction thereof a single family dwelling) shall pay fifty percent (50%) of annual and special assessments attributable to their Lots.

The Annual maintenance charge for a Lot shall commence to accrue ninety (90) days after the date these Covenants, Conditions and Restrictions are recorded. (ii) written acceptance of these Covenants, Conditions and Restrictions by the Board of Trustees of the Association, or (iii) the date of substantial completion of the Lots as certified in writing by the Declarant's engineer; and shall continue to accrue annually. The maintenance charge for the year of commencement shall be prorated from the commencement date until the last day of the year of commencement, and said portion shall be due and payable on January of the succeeding year. After the year of such recording, the maintenance charge will be collected annually in



the amount of the annual assessment, payable on January 1 of the same year as the annual assessment. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Trustees of the Association as the needs of the Subdivision may, in the judgment of the Board of Trustees of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$400.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$400.00 per Lot, per year. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of members in the Association present and voting, in person or by proxy, at a meeting duly called for this purpose. The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Trustees.

Section 5. Special Assessments. 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, reconstruction, repair or replacement of a capital improvement upon the common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Class B members shall not vote on special assessments.



Section 6. Effect of nonpayment of assessments. Any assessment not paid within thirty (30) days after the date shall bear interest from the date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the lien to mortgages.
To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarants and the Owner of any such Lot to secure the payment of monies advanced on account the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from



liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VII

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 the ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change, or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instruments setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon a violation or attempt to violate any of the covenants herein, it shall be lawful for any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all cost, fees and expenses, including attorney's fees, incurred by the Lot Owner in compelling compliance with these Restrictions. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

- (a) Additions by Owners. Upon the approval of the board of Trustees of Association, in its sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record an Annexation Agreement and Declaration of Covenants and Restrictions upon the satisfaction of the following



conditions. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

- (b) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another 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 and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocations, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 3. Conflict. In the case of any conflict between the Articles or Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

Section 4. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way



affect any of the other provisions which shall remain in full force and effect.

Section 5. Lienholder and Association approval.

WOODFOREST NATIONAL BANK, with its business domicile located in Harris County, Texas, as Lienholder of the above described property joins in the execution hereof to evidence its consent hereto, and hereby subordinates its liens to the reservations, easement, covenants, restrictions, charges and conditions hereof. The Association joins in the execution hereof to evidence its consent, acceptance and agreement therewith. Further, Declarant and the Association shall execute any other documents required to give full effect to this instrument and to the annexation of the Subdivision into the Association.

EXECUTED this 24th day of September, (3)
A.D., 1997.

DECLARANTS:

for YALE / MEADOWS PARTNERS, L. L. P.

BY [Signature]

Name: GARY SCHWING

Title: MANAGER

LIENHOLDER:

WOODFOREST NATIONAL BANK for

BY Albert B. Daigle

Name: ALBERT B. DAIGLE

Title: PRESIDENT

ASSOCIATION:

COUNTRY MEADOWS COMMUNITY IMPROVEMENT
ASSOCIATION for

BY [Signature]

Name: L. A. ARMSTRONG, JR.

Title: PRESIDENT

STATE OF TEXAS



515-19-2272

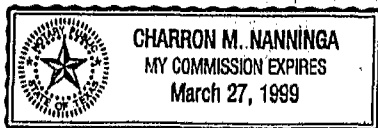
Tuesday, December 29, 2020

Shirley M. Wright

County Clerk Harris County, Texas

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on
SEPTEMBER 24, 1997, by GARY SCHWING,
MANAGER of YALE/MEADOWS PARTNERS, L.L.P., a
Texas corporation, on behalf of said corporation.



Charron M. Nanninga
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD
8:00 AM

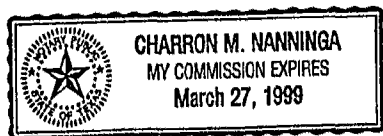
STATE OF TEXAS

OCT 13 1997

COUNTY OF HARRIS

Beverly B. Kaufman
County Clerk, Harris County, Texas

THIS INSTRUMENT was acknowledged before me on
SEPTEMBER 24, 1997, by ALBERT B. DAIGLE,
PRESIDENT of WOODFOREST NATIONAL BANK, a
Texas corporation, on behalf of said corporation.

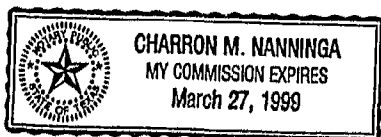


Charron M. Nanninga
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on
SEPTEMBER 24, 1997, by L. A. ARMSTRONG, JR.,
PRESIDENT of COUNTRY MEADOWS COMMUNITY IMPROVEMENT ASSOCIATION, a
Texas corporation, on behalf of said corporation.



Charron M. Nanninga
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN:
COMMUNITY ASSET MANAGEMENT, INC.
7702 F.M. 1960-E, #114
HUMBLE, TX 77346-2202



515-19-2273

Tuesday, December 29, 2020

Shirley M. Wright

County Clerk Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER 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

OCT 13 1997



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This December 29, 2020

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision 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. Confidential information may have been redacted from the document in compliance with the Public Information Act.

