

J707994

8411558
D. Bruce

DECLARATION

OF

095-83-0606

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

09/24/84 00199491 J707994 \$45.00

WHITE OAK LANDING, SECTION III

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This Declaration, made on the date hereinafter set forth by CML INTERESTS, INC., a Texas Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of that certain property known as WHITE OAK LANDING, SECTION III, a Subdivision in Harris County, Texas, described as follows:

Lots One (1) through Forty-Seven (47), Block Eight (8); Lots One (1) through Thirty-Seven (37), Block Nine (9); Lots One (1) through Ten (10), Block Ten (10); Lots One (1) through Eighteen (18), Block Eleven (11), in WHITE OAK LANDING, SECTION III, a Subdivision, Harris County, Texas, according to the Map or Plat of 0.0964 acres of land lying wholly in the W. M. Jones Survey, A-489, Harris County, Texas.

WHEREAS, it is the desire of the Declarant to place certain Restrictions, Covenants, Conditions, Stipulations and Reservations upon and against WHITE OAK LANDING, SECTION III 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 WHITE OAK LANDING, SECTION III 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 reservations 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. "Association" shall mean and refer to WHITE OAK LANDING, SECTION III HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2. "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 and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Subdivision plats, and any additional Properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above and all plats or Lots annexed pursuant to Section 8 of Article VI hereof.

Section 5. "Common Area" shall mean and refer to all property owned by the Association for the common use and benefit of the Owners, if any.

Section 6. "Declarant" shall mean and refer to CML Interests, Inc., a Texas Corporation, its successors and assigns if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "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 provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" shall mean and refer to WHITE OAK LANDING, SECTION III ARCHITECTURAL CONTROL COMMITTEE provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded Subdivision 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 limitation certain minimum setback lines, and all dedications, limitations, Restrictions and Reservations shown on the recorded plats or replats of the Subdivision 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 Declarant, conveying said Property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way shown on the recorded Subdivision maps 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 Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes must have prior approval of the Federal Housing Administration and/or the Veterans Administration. Neither Declarant nor any utility company using the easement herein referred to shall be liable for any damages done by them or 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 Declarant 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 Detached Single Family Zero Lot Line Detached Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit, one detached Zero Lot Line unit used for Residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a plotted Lot shall have an attached or detached garage for one (1), two (2), or three (3) cars. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers 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 shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written notice consent of the Architectural Control Committee.

Section 2. Minimum Square Footage Within Improvements. Those Lots described above as shown on the plat of WHITE OAK LANDING, SECTION III are restricted to a single family detached dwelling with a minimum of 800 square feet, exclusive of open porches and garages, or parking spaces.

Section 2 - Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalks and curbs) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 4 - Location of Improvements upon Lots. 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 plat or replats;

- 1) Single Family Detached. In no instance shall a building be located nearer to the front Property line other than as indicated on the recorded plat unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any Lot nearer than eleven (11) feet from the rear Property line. Subject to the provisions of Section 5 below, no part of any house, building, 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.
- 2) Detached Zero-Lot-Line. Subject to the provisions of Section 5 below, one wall of the building, or garage shall be located on one side lot line on interior lots if the dwelling is a single detached zero lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, or garage shall be a minimum of six (6) feet to an interior lot line or six (6) feet to an exterior lot line on a corner lot. For the purposes 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.

Section 5 - Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing 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 line as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty-five (45) feet.

Section 6. Type of Construction. Exterior walls may be of masonry, brick, wood or other suitable material approved by the Architectural Control Committee. No garage, or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage, or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

Section 7. Temporary Buildings. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 8. Driveways. On each Lot, the builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

Section 9. Roofing Material. The roof of any building including any separate garage shall be constructed of or covered with (1) composition shingles or (2) clay or concrete tiles (3) fiberglass or other materials comparable in quality, weight and color. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted at the sole discretion of the Architectural Control Committee upon written request.

Section 10. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on 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 11. Use of Temporary Structures. No structure of a temporary character, whether recreation trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, provided, however, that Declarant reserves the exclusive 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 12. Storage of Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 13. Storage of Automobiles, Boats, Trailer and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or Common Area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up truck with attached bed campers, that are in operating condition, having current license plates and inspection sticker, and

are in daily use as motor vehicles on the streets and highways of the State of Texas. No non-motorized vehicle, recreational trailer, camper, recreational vehicle, 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 or in the street adjacent to any Lot, easement, right-of-way or Common Area unless such object is concealed from public view inside a garage or other approved enclosure. This Restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 14. Mineral Operations. 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 structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. 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 type 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 Lot, pet must be kept on a leash at all times. It is the Owners responsibility to keep Lot clean and free of pet debris.

Section 16. Walls, Fences and Hedges. No hedge, walls or fences in excess of three (3) feet in height 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 side and rear 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 to be granted as hereinafter provided.

Section 17. Swimming Pool Fences. All lots containing private swimming pools shall be completely enclosed on sides and rear by a solid wood fence-type enclosure not less than six (6) feet nor more than eight (8) feet in height having pickets spaced not more than three (3) inches apart. All openings to any such enclosure shall be closed with a self-closing gate of the same construction as the fence. No exterior surface of the enclosure shall provide a hand-hold or foot-hold.

Section 18. Mailboxes. Mailboxes will be initially provided by the Builder, whether required by the local postal authority to be located in a centralized area or located on the individual Lot. Mailboxes used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 19. 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 20. Lot Maintenance. The Owners or occupants of all Lots shall at all times 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 and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. 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 not be kept except 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 material must 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.

Section 21. Air Conditioners. No window or wall type

air-conditioners visible from any street shall be permitted.

Section 22. Reservation of Easements: Maintenance of Building Exterior, Zero Lot Line Detached.

1. There is hereby expressly reserved unto each Owner, its successors and assigns, whose dwelling on its lot abuts one of the side lot lines ("Zero Lot Line Owner"), a drainage easement and right-of-way over the portion of the adjacent lot next to the zero lot line dwelling, five (5) feet in width along the side lot line next to the zero lot line dwelling extending from the street to the rear of the dwelling. The easement and right-of-way shall be for wall maintenance, drainage and for the purpose of placing, constructing, repairing, maintaining, rebuilding, replacing and relocating "weep hole" type drainage devices in the easement.

No ground level fence, wall, masonry work, landscaping, earthwork, or any other obstruction or structure that may impede the drainage of water through the weep holes shall be commenced, erected or maintained upon the Properties, nor shall any change, alteration or addition to existing fence, wall, masonry work, landscaping, earthwork, or any other existing structure 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 design and location in relation to

surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee. The Board of Directors of the Association or the Architectural Control Committee

shall have complete authority to decide whether or not the request for additions, alterations or improvements will impede or will not impede the planned water flow and drainage from the lots.

The herein reserved easements shall be easements appurtenant to the dominant estates; being the estates benefited by the easements. All drainage facilities located within the easements shall be owned and maintained by the Owners of the dominant estates, their successors and assigns.

2. Owners of the dominant estates, their successors and assigns shall have the right to enter the easements to perform maintenance upon the building wall and weep holes and shall at all times keep the walls and weep holes in good repair. All deeds of trust upon these lots shall so convey this right-of-way and easement whether or not expressly set forth therein. This covenant shall in no way be construed as giving the Owners the right to enter upon the adjacent property for any other reason than for maintenance of the Zero Lot Line wall and the weep holes. The Zero Lot Line Owner must replace any fencing, landscaping or other items on the adjacent Lot that he may disturb during construction, repair or maintenance. This easement, when used by the Zero Lot Line Owner for such construction, repair or maintenance, must be left clean and unobstructed. The Zero Lot Line Owner must notify the Owner of the adjacent Lot of his intentions to do any construction, repair or maintenance upon the Zero Lot Line wall or weep holes at least twenty-four (24) hours prior to starting any work. Construction, repair or maintenance upon said wall or weep holes will be conducted between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of Building Plans. No building, fence, wall or other structure shall be erected, placed, or altered on any Lot nor shall any exterior addition to, or change, or alteration therein be made until the construction plans and specifications describing the nature, kind, shape, height, and materials and a plot plan showing the location of the building, fence wall or other structure, have been

approved in writing as to harmony of exterior design and color including repainting of siding and trim with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a 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, 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 improvement on any lot, and its judgement shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of C. Michael Lucas, Robert Atkinson, Marie Vajdak, who by majority vote may designate a representative to act for them. The address of the Committee is #4 Greenway Plaza, Suite 634, Houston, Texas 77046.

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 have been appointed, the remaining member or members shall have full authority to approve or disapprove 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 shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this Covenant shall not be required, and all power vested in said Committee

by this Covenant shall cease and terminate; provided, that any time after December 31, 1987 whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting; the Board of Directors of WHITE OAK LANDING, SECTION III HOMEOWNERS ASSOCIATION may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6.1. 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 and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variances, only by written instrument, addressed to the Owner of Lot(s) relative to which such variance has been requested, describing the applicable restrictive Covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved 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 purposes

hereof in the event of either (a) written notice of disapproval from the 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 term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE V

WHITE OAK LANDING, SECTION III HOMEOWNERS 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 its successors and assigns, 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 its successors and assigns and all shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of 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 December 31, 1987.

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 2. Non-Profit Corporation. WHITE OAK LANDING, SECTION, III, HOMEDOWNERS ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligation, 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 by-laws 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.

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Lot in the Properties is hereby subjected 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 therefore, 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 for capital improvements, 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.

Section 2. Purpose of Assessment. 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 Homeowners Association may include, by the way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining right-of-ways, easements, esplanades and other public areas, if any; construction and operation of all street lights, purchase and/or operating expenses of recreation 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; employing a manager, or such other employees deemed necessary; 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 judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$180.00 per Lot. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual may be increased by the Board of Directors of the Association,

rective the first day of January of each year, in conformance with the rise, if any, in the CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS published by the Department of Labor, Washington, D.C. or any successor publication for the preceeding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only by approval of two-thirds (2/3) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3) of each class of members for such increase in the annual assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas.

Section 4. Rates of Assessment. The annual assessment on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant and its successors and assigns and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

Section 5. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence on all Lots upon the first day of the month following the first conveyance of a Lot to a homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be

sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten percent (10%) per annum. 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. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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 8. Annexation. Additional property may be annexed into the jurisdiction of the Association by recorded Restrictions so stating upon the consent of two-thirds (2/3) of each class of members of the Association provided, however, that upon submission to and approval by the FHA and VA of a general plan, such additional stages of development may be annexed by Declarant (whether or not Declarant owns title to the land constituting the additional stage of development at the time of annexation) without such approval by the membership. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall

be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to at least the annual maintenance assessment imposed hereby. As long as there is a Class "B" membership, the annexation of additional Properties shall require the prior approval of the FHA or the VA.

Upon the merger or consolidation of the Association with another Association, the Association's Properties, rights, and obligations may be transferred to the surviving or consolidated Association, or alternatively, the Properties, rights, and obligations of another Association may be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established applicable to the Properties of the other Association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the Covenants and Restrictions established by this Declaration and no merger or consolidation shall be permitted except upon approval of two-thirds (2/3) of each class of members of the Association.

ARTICLE VII

~~General Provisions~~

~~Section 1.1. Term.~~ These Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by 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 instrument 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 any violation or attempt to violate any of the Covenants herein, it shall be lawful for the Association or 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. 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. Conflict. In the case of any conflict between the Articles of 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 Associations and this Declaration of Covenants, Conditions and Restrictions shall control.

Section 3. Severability. Invalidation on any one of these Covenants by judgement or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. EHAZVA Approval. So long as the Declarant, its successors or assigns, are in control of the WHITE OAK LANDING, SECTION III HOMEOWNERS ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration: annexation of additional Properties, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

RATIFICATION: LIENHOLDER AND OTHER OWNERS

Continental Savings Association, with its business domicile in Brazoria County, Texas, the owner and holder of a lien or liens covering the Lots, has executed this Declaration to evidence its Joinder in, consent to, and ratification of the foregoing Covenants, Conditions and Restrictions.

IN WITNESS THEREOF, this Declaration is executed this 12th day of September, 1984. (3)

ATTEST:

By: Marie J. Vajdak
Marie J. Vajdak

CML INTERESTS, INC.

By: C. Michael Lucas
C. Michael Lucas

CONTINENTAL SAVINGS ASSOCIATION

By: Carl V. Bond
RYAN HOMES, INC.

ATTEST:

By: Nygra Rowlett
K. D. Austin

By: Archib D. Corzatt
Notary Public for State of Texas

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned on this day personally appeared C. Michael Lucas, known to me to be the person and office whose name is subscribed to the foregoing document and sworn to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 12th day of September 1984.

By: Archib D. Corzatt
Notary Public for State of Texas
My Commission expires 9-8-85

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned on this day personally appeared Carl V. Bond, known to me to be the person and office whose name is subscribed to the foregoing document and sworn to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 17th day of September, 1984.

TERESA LONG
Notary Public for the State of Texas
My Commission Expires 02-21-88

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned on this day personally appeared John D. Smith, known to me to be the person and office whose name is subscribed to the foregoing document and sworn to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 18th day of September, 1984.

By: Laura Edgington
Notary Public for State of Texas
My Commission Expires 09-10-85

By: Laura Edgington
Notary Public for State of Texas

RETURN TO:

DIANN M. BRUCE
2200 West Loop South
Houston, Texas 77027

MAVANE EDDINGTON
Notary Public in and for State of Texas
My Commission Expires 2-21-88.

095-83-0627

SEP 24 1 50 PM '84

Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

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

SEP 24 1984



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS