

F223201

DECLARATION

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170-14-0234

the benefit of the COVENANTS, CONDITIONS AND RESTRICTIONS,

UNIVERSITY GREEN, SECTION FOUR, HARRIS COUNTY, TEXAS, and the STATE OF TEXAS, desirability, and attractiveness of the COUNTY OF HARRIS applicable to the Lots in said subdivision

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, hereinafter referred to as "Declarant", each owner thereof.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described hereinafter in this Declaration and desires to create thereon a residential townhome community with designated "Lots", "Common Open Areas" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as

UNIVERSITY GREEN, Section Four, a subdivision in Harris County, Texas, all as described in the plat, hereinafter referred to as "the plat";

recorded in Volume 255, Page 25 of the Map Records of Harris County, Texas, and being Tracts 1 through 25, presently unnamed Common Open

Areas, and presently unnamed private streets, and to constructed on portions WHEREAS, said property heretofore was subjected to certain

covenants, restrictions, and reservations recorded under File No.

D830511, Film Code No. 158-38-0528, and by instrument recorded under

File No. D-830512, Film Code 158-38-0546, amended by instrument

recorded under File No. D-936762, Film Code No. 165-27-0781 and

further amended by instrument recorded under File No. E-401702,

Film Code No. 118-14-1625 of the Official Public Records of Real

Property of Harris County, Texas; and land, including

WHEREAS, Declarant desires to hold, sell and convey said

property, subject to the following additional covenants, restrictions,

reservations, and easements, which are for the purpose of establishing

a uniform plan for the development, improvement and sale of said

Return To: John E. Walsh, Jr., Friendswood Development Co.  
Atlas Building, 16821 Buccaneer  
Houston, Texas 77058

Section 6. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 7. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 8. "Lot" shall mean and refer to each part or parcel of land out of any Tract intended as and constituting the building site for one(1) residence house for individual use and ownership and includes both the parcel of land (lot), which in any sale, grant, conveyance, mortgage or other legal instrument shall be described by metes and bounds as a part of and with reference to the Tract in which it is situated, and the residence house and improvements constructed or to be constructed thereon, excepting and excluding all minerals.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or Lots which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "The Property" shall mean and refer to the surface estate of that certain tract of land hereinabove described, which comprises the subdivision known as UNIVERSITY GREEN, Section Four, and to any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Subdivision" shall mean and refer to the surface estate of UNIVERSITY GREEN, Section Four, as described in the hereinabove referenced plat.

Section 13. "Town House" shall mean and refer to a single family residential unit constructed on a Lot as part of a residential building containing two or more such single family residential units.

Section 14. "Tract" shall mean and refer to those numbered portions of the Property shown and designated as "Tract" on the subdivision plat referred to hereinabove.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Incorporation of Plat. The subdivision plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying the property on any part thereof.

Section 2. Declarant's Reservation. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the subdivision by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part thereof to serve said Property, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 3. Reservation of Minerals. There is hereby excepted from the land encompassed by the boundaries of this subdivision, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the Common Open Area, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of the land for development

of oil, gas and other minerals, provided that Declarant hereby retains and reserves and by each conveyance will retain and reserve the right to pool the land with other lands, together with the right to drill under and through the subsurface of the land for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members utilizing Common Facilities;
- (b) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facilities;
- (c) the right of the Association to suspend the voting rights of an Owner and his right to use any recreational facility of the Common Open Areas during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction;
- (d) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;

(e) the right of the Association to dedicate as public streets the private streets in the subdivision now available for the general use of the public;

(f) no Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of this subsection and to assess the cost of such removal against the Owner responsible;

(g) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than five (5) years after conveyance of the Common Open Areas within University Green, Section Four to the Association; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas or Common Facilities.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right to or enjoyment of the Common Open Areas and Facilities to members of his family, tenants or contract purchasers who reside on his Lot.

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas and the facilities thereon or by abandonment of his Lot.

## ARTICLE IV

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of any of the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association, save and except that area reserved by Declarant, its successors or assigns for use as a drill site.

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

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

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on January 1, 1983.

Section 3. Clear Lake City Community Association Voting Rights. As a resident of a community within the Clear Lake City Community Association, Owner shall have the right to vote in that Association's special and regular elections, as provided in the Clear Lake City Community Association, Inc. By-Laws and any amendments thereto from time to time made.



## ARTICLE V

COVENANT FOR MAINTENANCE  
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and 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:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements,

such assessments to be established and collected as hereafter provided. The regular and special assessments, together with interest, penalty, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas, Common Facilities, and each Lot and improvements thereon, as defined in Article IX hereof, or to the payment to or reimbursement of other affected parties or governmental entities for the improvement and maintenance thereof.

Section 3. 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 Five Hundred and One and No/100 Dollars (\$501.00) per Lot, based on the maximum number of Lots per Tract. The maximum number of Lots per Tract shall equal that number of Units shown and designated on the plat of the subdivision. Where the number of Lots in a Tract is less than the number of Units designated for such Tract, then the assessment for

each Lot in that Tract shall be increased by that amount resulting from the total number of Units divided by the actual number of Lots.

(a) 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 ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) 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 above ten (10%) percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Open 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 each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Rate of Assessment. All Lots in University Green, Section Four shall commence to bear their applicable assessments simultaneously and Lots owned by the Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to an annual assessment determined by the Board of Directors. Lots which are owned by Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots owned by other than Declarant are not sufficient to meet the operating budget of the Association. The rate of assess-



ment for an individual Lot, within a calendar year, shall change as the character of ownership and the status of occupancy change. Upon the sale of a Lot, the applicable assessment for such Lot shall be prorated according to the rate required of each type of ownership.

Section 6. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Open Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent 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.

Section 8. Subordination of the Lien to Mortgage. 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 of any assessments which thereafter become due or from the lien thereof.

Section 9. Exempt Properties. All properties dedicated to and accepted by a local public authority, all Drill Site Reserves, all Drill Site Easements, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the

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State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain and maintain a blanket insurance policy, insuring all the buildings and improvements located on the Tracts against loss or damages by fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and special extended coverage. The cost of such blanket insurance policy shall be divided equally among all Lots on which Town Houses have been constructed and assessed against said Lots in addition to the maximum annual assessment provided for hereinabove. Such assessment shall be a lien and obligation of the Owners of said Lots and shall become due and payable as determined by the Board of Directors. Coverage shall be written with an eighty (80%) percent coinsurance clause. Each Owner shall be furnished a Certificate of Insurance indicating the amount of his insurance, perils insured against, and the cost of insurance. The blanket policy shall be written in the name of the Association as Trustee. Flood insurance coverage shall be on an optional basis and shall be obtained only with approval of the majority of the Owners. It will be the individual responsibility of each Owner at his own expense to provide, as he sees fit, insurance covering his personal property and his personal liability.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to the same condition as before the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors,

or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bid from any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed property.

In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such damaged or destroyed property, the Board of Directors shall levy a special assessment against all Members of the Association, as established by Article V, Section 4, above, to make up any such deficiency for repair or rebuilding of such Property.

#### ARTICLE VI

##### COMMUNITY SERVICES CHARGE

The charges and assessments set out in this Article VI are, and shall be paid, in addition to the annual maintenance charge and special assessments provided for in the foregoing article. The property comprising University Green, Section Four, being a part of the greater community development known as Clear Lake City, is subject to a community services charge provided for in that certain instrument dated July 29, 1963, and recorded under File No. B 731706, Film Code No. 093-12-0173 in the Official Public Records of Real Property of Harris County, Texas, which instrument is fully incorporated herein and made a part hereof for all purposes. The particular purposes for which the "Community Services Fund" built from said charge may be used are set out in the above-referenced instrument. In general, said fund is to be used to render constructive civic service, to promote the social welfare and to promote and provide educational and recreational services and facilities to residents and owners of property in Clear Lake City subject to the community services charge.

Therefore, it is covenanted and agreed that each Lot in this subdivision, in accordance with the terms of the aforesaid community services charge instrument, is hereby subjected to an annual community services charge in the initial amount of eight (8) mills per square foot, subject to adjustment as provided for in the

referenced instrument, to be paid to the Clear Lake City Community Association, Inc., annually on the date as set by the Clear Lake City Community Association Board of Trustees, except that when a builder conveys a Lot with a residence house, the purchaser or owner shall pay that fractional part of the annual community service charge, the numerator of which shall be the number of months between the calendar month next following said conveyance and the month in which the community services charge is due, and the denominator of which shall be twelve (12). This charge and assessment against each Lot shall constitute and be secured by a lien thereon as provided for in the instrument aforesaid.

The Community Services Fund shall be administered by said Clear Lake Community Association, Inc., in accordance with provisions of said instrument, and in the event of any conflict between any portion of this Article and any portion of said instrument, the latter shall govern and control.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 1. Architectural Approval. UNIVERSITY GREEN, Section Four is part of a greater community development commonly known as CLEAR LAKE CITY. The overall plan for the development of the various areas and sections which make up CLEAR LAKE CITY contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty, and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, the Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. The Declarant shall initially appoint an Architectural Control Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by the remaining member or members; until such successor(s) shall have been so 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.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structure or the color thereof, (including, without limitation, site landscaping and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, provided that Declarant, and its successors or assigns, shall not be required to comply with the provisions hereof; and provided, further, that structures, no portion of which is visible from the street or Common Open Area nearest the Property from a height of six (6) feet or less, shall not be subject to such architectural approval. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the property or its authorized agent. The Architectural Control Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than per the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards adopted and promulgated from time to time for this subdivision by Declarant or its assigns, shall be only for such purposes and shall not serve as approval for any other purpose.

Section 2. No Liability. Neither Declarant, the Association, Board of Directors, or the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees by submission of such plans and specifications, and every Owner agrees, that he will not bring any action or suit for damages against Declarant, the Association, Board of Directors, the Architectural Control Committee, or any of the members thereof.

Section 3. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VII unless actual notice of such noncompliance or noncompletion, executed by the Architectural Control Committee, shall appear of record in the office of the County Clerk and Recorder of Harris County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. The Architectural Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction



of such committee pursuant to this Article VII, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of Town Houses and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if any other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration in proportion to his use thereof, without prejudice, however, to the right of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against and repair due to such elements.

#### ARTICLE IX

##### EXTERIOR MAINTENANCE

In addition to maintaining the Common Open Areas, the Association shall provide exterior maintenance of each Lot which is subject to assessment hereunder and improvements located thereon, as follows: paint, repair, replace and care for roofs, gutters,

downspouts, exterior building surfaces, including garages, trees, shrubs, grass, walks, driveways and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens or screen doors, exterior doors, garage doors or mechanical door openers, or window fixtures or other hardware or patios, or any exterior wall whose surface is covered with temporary fixtures, wall plants, such as English Ivy, or Owner patio fences, patio covers or trellises. Such exterior maintenance shall not extend to any part of the private patio areas, nor to any plant, shrub, tree, or improvement which Owner may plant or maintain on his Lot as authorized by this Association. Further, the Association shall not be obligated to repair any damage occasioned by casualty, vandalism, or natural disasters such as hurricanes or floods, it being understood that the Association shall be obligated to provide routine maintenance required by ordinary wear and tear only.

In the event that the need for maintenance or repair is caused by casualty, vandalism, or natural disaster or through the willful or negligent act of any Owner, his family, guests, or invitees and insurance does not cover such need for maintenance or repair, the Association may, at its option, provide such maintenance and repair and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

For the purpose of performing the maintenance required herein the Association through its duly authorized agents, contractors or employees, shall have the right to enter upon any Lot and the exterior of any Town House at reasonable hours on any day except Sunday.

Any and all repairs and maintenance work described in this Article shall be performed, if at all, at the Association's direction and as a result of the Association's sole discretion.

## ARTICLE X

## DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
- (c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Lots.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
- (f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval by vote or written consent of Members entitled to exercise not less than a majority of the voting power of the membership of the Association.
- (g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

- (h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and Lots, except for Owner's patio areas, the duty to maintain the exterior of the perimeter walls located at entrances to the Property, Common Open Areas, greenbelt buffers and parks.
- (i) Have a duty to maintain all private streets within the Common Open Areas within the Property in conformance with the requirements prescribed for public streets by the City of Houston or Harris County, whichever prevails.

#### ARTICLE XI

##### EASEMENTS

Section 1. Utility Easements. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer and water, electricity, gas and telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by the Association or others than the Owner of a Lot served by said connections, lines or facilities such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by

said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Easements over the Lots and Common Open Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 2. Surface Areas of Utility Easements.

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure, patio or paving shall be placed on any of said Easements. The surface of Easements for underground utility services may be paved for driveways and walkways provided prior arrangements with the utility companies have been made. It is expressly agreed that neither Declarant nor any utility company using the Easements shall be liable for any damage done by either or both of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than driveways or walkways where prior arrangements have been made) as a result of any activity relating to the construction, maintenance, or repair of any facility in any such Easement area.

Section 3. Public and Private Streets. All Lots within the subdivision shall abut and have access to a public or private street. Public and private street rights-of-way are shown on the recorded plat of University Green, Section Four. Since private streets adjoining and connecting the public streets have been constructed within and across Common Open Areas, a non-exclusive Easement is hereby granted to each builder, Owner, their invitees and guests and the general public for the use of said private streets as a means of ingress and egress to all Lots abutting thereto.

Section 4. Emergency and Service Vehicles. An Easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon Common Open Areas, including but not limited to private streets, in the performance of their duties. Further, an Easement is hereby

granted to the Association, its officers, agents, employees, and management personnel to enter the Common Open Area to render any service.

Section 5. Universal Easement. It is hereby declared that each Lot and the Common Open Areas shall be conveyed subject to an Easement for the benefit of adjacent Lots. The Owner of every Lot is hereby granted an Easement over all adjoining Lots and Common Open Areas to the extent and for the purpose of accommodating and maintaining any encroachment due to engineering errors, original construction errors, settlement or shifting of buildings, or any other cause existing as of the date of the conveyance of such Lot bearing an encroachment to its Owner. In addition, each Lot is hereby declared to include an Easement over all adjoining Lots and Common Open Areas to the extent and for the purpose of accommodating and maintaining overhanging roofs and eaves as originally constructed. An Easement for an encroachment shall terminate automatically in the event an encroachment ceases to exist. Each of the Easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration, shall be appurtenant to the Lot benefited, and shall be conveyed together with transfer of title to said Lot.

Section 6. Sidewalk Construction and Easements. Before a dwelling is completed and occupied, the Owner shall construct a hard surfaced, durable walking surface running from the front door of the Town House to a point which intersects the Common Open Area pedestrian path. In addition, the Owner shall construct a durable, hard surface walking surface connecting the rear service entrance with the garage driveway or private street.

Section 7. Easement for the Public. There is hereby reserved to Declarant, its successors and assigns, an easement for public ingress and egress over the public bicycle and pedestrian



pathways. This easement shall not imply any right of public use of the Common Open Areas or improvements thereon, owned by the Association.

Section 8. Audio and Video. In the event that audio and video communication services and utilities are made available to any Lot by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2') foot wide Easement along and centered on the underground wire or cable when and as installed by said company from the utility Easement nearest to the point of connection on the structure and in a direct line from said nearest utility Easement to said point of connection.

Section 9. Curb Line Easement. The Property shall be subject to an Easement for encroachment by the curb line of private streets situated in the Common Open Areas, as hereinafter set forth. Said Easement shall be one (1) foot in width and shall run along and parallel to the outside boundaries of private streets where such boundaries are common with boundary lines of Lots and/or Common Open Areas; provided however, that such easement shall not include that part of a Lot on which a Town House is situated.

#### ARTICLE XII

##### UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of Owners.

- (a) Each Owner shall have separate electric, gas and water meters and shall directly pay at his own expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Open Areas.
- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

ARTICLE XIII  
RESTRICTIONS OF USE

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any single Lot other than one attached single-family residential Town House dwelling, joined together by a common exterior roof and foundation, not to exceed two (2) stories in height, and a private garage for not more than two (2) cars which structure shall not exceed the main dwelling in height nor exceed one floor level. The number of residences constructed in each Tract shall not exceed the number of Units designated in the subdivision plat heretofore described.

Section 2. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit or Common Open Areas or which shall degrade property values or distract from the aesthetic beauty of the subdivision, shall be conducted on the Property. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any street, driveway or Common Open Area. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, may use the Property for model homes display and sales offices during the construction and sales period.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 1,100 square feet for a one-story dwelling nor less than 1,400 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 800 square feet on the ground floor.

The Architectural Control Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the

building area and location in instances where, in their judgment, such deviation will result in a more common beneficial use.

Section 4. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Property except one sign for each building site, of not more than twenty-four (24) inches by thirty-four (34) inches for the purpose of advertising the property for sale or rent; provided, however, that Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of said Property. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 5. Temporary Structures and Out Buildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time, either temporarily or permanently, except that temporary structures may be used as building offices, sales offices and for other related purposes during the construction and sales period. Outbuildings or structures whether temporary or permanent, used for accessory storage or other purposes must be approved in accordance with Article VII of these covenants.

Section 6. Animal Husbandry. Dogs, cats, and other usual and ordinary household pets may be kept in any dwelling unit upon a Lot, not to exceed a total of two (2) pets, and provided they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which results in an annoyance or are obnoxious to residents in the vicinity.

Section 7. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way, guest parking space or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for 48 or more consecutive hours.

Section 8. Walls, Fences and Hedges. No wall, fence, planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front Lot line than the front building setback line. No rear fence, wall or hedge and no side fence, wall or hedge shall be more than six (6) feet high, and each must be approved by the Architectural Control Committee prior to construction. All rear Lot fences shall be placed within twelve (12) inches of the rear property line. All party fences are for the common and beneficial use of all adjacent Owners, each of whom must share in the cost of reasonable repair and maintenance of party fences in equal proportions to their use. The Architectural Control Committee or its assignee at its sole discretion is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in their judgment will result in their more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 9. Visual Screening. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Town Houses and streets. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the premises, and not allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 10. Lot Maintenance. Maintenance, upkeep and any repairs of any patio, patio covers, screens, window screens, screen doors, exterior doors, and window fixtures, and other hardware shall be the sole responsibility of the individual Owner and the Lot appurtenant thereto and not in any manner a responsibility of the Association. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the above requirements, such default having continued ten (10) days' after written notice thereof has been mailed, Declarant, or its assignee, may without liability to the Owner or occupant in trespass or otherwise, enter upon such Lot and correct said default or defaults or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Property to pay such charge promptly upon receipt of a statement thereof.

Section 11. Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lots or buildings constructed in this subdivision. Television antennas may be attached to a structure so long as it is hidden from sight when viewed from the fronting street. No antennas shall be erected as free-standing structures. Declarant or its assign shall have the right to erect radio antennae and equipment on the property for use in the sales program.

Section 12. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary to the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and shall be done only after obtaining the written approval of the Architectural Control Committee, such approval to be given in the sole discretion of said Committee.



Section 13. Roofing Material. The roof of any building shall be constructed or covered with (1) Number One Perfection wood shingles, or (2) asphalt or composition type shingles having a minimum weight classification of 275 pounds per square, comparable in color and texture to weathered wood shingles, the decision regarding such comparability resting with the Architectural Control Committee, or (3) crush marble, slag or pea gravel set in a built-up type roof on roof surfaces not visible from the fronting street. Any other color or type of roofing materials shall be permitted only upon approval by the Architectural Control Committee given upon written request and at its sole discretion.

Section 14. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

- (a) Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Open Areas unless an easement for such purpose is granted.
- (b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.
- (c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 15. Roof Projections. No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks, and television antennas as hereinabove described. Other projections, such as solar collector panels may be installed if approved in writing by the Architectural Control Committee or its assignee.

Section 16. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

Section 17. Greenbelts and Common Open Areas. The Common Open Areas shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration and such Supplementary Declarations as may be filed and shall be restricted to pedestrian and non-motorized vehicle use and shall be open for the use of all Members and their guests during reasonable hours, as established by the Board of Directors.

Section 18. Landscape Maintenance. Except in the individual patio areas appurtenant to the Town House, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Lots except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

Section 19. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

#### ARTICLE XIV

##### GENERAL PROVISIONS

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

Section 2. Severability. Invalidity of any one of these covenants or restrictions shall in nowise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 5. Annexation. Additional residential property and Common Open Area may be annexed to the Property by the Board of Directors without obtaining the consent of the Owners.

"Cullen Center Bank & Trust", a state banking association with offices in Houston, Harris County, Texas, as lienholder of the hereinabove described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly

authorized officers for the purpose of consenting to ratifying, confirming, and adopting this Declaration of Covenants, Conditions, and Restrictions and for the purpose of subordinating its lien to the same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of July, A.D. 1957.

ATTEST:

B. B. Bierce  
Secretary

ATTEST:

Lester H. Harker  
Asst. Cashier

FRIENDSWOOD DEVELOPMENT COMPANY

By

G. D. Bingle  
VICE PRESIDENT

OK FORM BH  
OK  
Date

CULLEN CENTER BANK &amp; TRUST

By

[Signature]  
President

RECORDING MEMORANDUM:  
This instrument is not subject to any photographic reproduction due to certain of the provisions, recorded maps, etc., of due to (Record 77). In short, no ad-  
dition and changes were present at time instrument was filed and recorded.

170-14-0265

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th  
day of July, 19<sup>77</sup>76.



Mana H. Minter  
My Commission Expires:  
12-31-78

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12<sup>th</sup> day  
of July, 1977.



My Comm. expires June 1, 1948

170-14-0266

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED to  
the Public Records 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

JUL 21 1977



*P. E. Montoya*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
JUL 21 9 AM 1977  
*P. E. Montoya*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS