

R035325
ACKNOWLEDGMENT
INCOMPLETE
INDEXED

Reese/47/9411427

R035325

500-82-1021

Reese

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

08/31/94 00095668 R035325 \$ 24.00

STATE OF TEXAS)
 :
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, NPA INC. (hereinafter referred to as "Declarant"), is the owner of those certain tracts or parcels of land (hereinafter called individually a " Townhouse Site " and collectively the " Townhouses Sites " or the " Property "), more particularity described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant proposes to construct improvements on the Property (hereinafter, along with the Townhouses Site attributable thereto, called individually a " Townhouse " and collectively the " Townhouses "); and

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WHEREAS, Declarant desires to establish a uniform plan to develop the Property and to protect the property values therein by imposing upon each Townhouse and each Townhouse Site and the entire Property the encumbrances and restrictions herein set forth:

NOW, THEREFORE, Declarant does hereby make, adopt, and establish the reservations, restrictions, declarations, conditions, easements, limitations, and other matters hereinafter set forth, each of which shall encumber and be applicable to the Townhouse Sites and Townhouses individually and to the Property in its entirety, and shall be covenants running with the Property and each part thereof and shall be binding personally on each of the heirs, successors, and assigns of Declarant in and to the Property, including but not limited to any person or entity who succeeds to rights in the Property by foreclosure or by deed in lieu of foreclosure (such heirs, successors, and assigns hereinafter referred to as " owner " or " owners "), but shall not be binding personally on any persons or entity whose sole interest in the Property or any part thereof is a security interest to secure payment of a debt.

ARTICLE I
General Restrictions, Covenants and Conditions

1.01 Residential Use. No Townhouse site or any Townhouse constructed thereon may be used for any purpose other than for residential purposes. As used herein, the term " for residential purposes " shall be construed to prohibit the use of any portion of any Townhouse for garage apartments, or apartment houses, and no lot shall be used for business of professional purposes of any kind, nor for any commercial or manufacturing purposes. However, it is understood that a business or professional person would be allowed to use a room in his Townhouse as an office provided the use of said office does not cause additional traffic to the Townhouses.

1.02 Nuisances. No noxious or offensive activity shall be carried on upon any lot, or the common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street.

STEWART TITLE HOUSTON DIVISION

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1.03 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purpose.

1.04 Garbage and Refuse Disposal. No Owner shall use or permit the use of his Townhouse or any portion of the Property as a dumping ground for rubbish, trash, or garbage, and waste materials must be placed in sanitary, tightly closed containers located (a) on days when no garbage pickup is scheduled, within the property lines of their Townhouses Site, and (b) on days when garbage pickup is scheduled, at a site within the garbage area or carport assigned to each Owner's Townhouse.

1.05 Dangerous Weapons. No Owner shall use or discharge or permit the use or discharge on or from his Townhouse or elsewhere on the Property, for hunting or sport purposes, any pistol, rifle, shotgun, or other firearm or any bow and arrow, or any other device capable of killing or injuring.

1.06 Signs. No sign of any kind shall be displayed to public view on any lot or building except one sign of not more than six (6) square feet in area advertising the merits of the property for sale or rent. During the construction and sales period of the dwelling units the builder may use other signs and displays to advertise the merits of the property for sale or rent.

1.07 Open Fires. No Owner shall build or permit to be built any open fires in his Townhouse or elsewhere on his Townhouse Site, provided, however, that this paragraph shall not be construed as precluding the use by any Owner of his interior fireplaces or small and safe outdoor cooking facilities such as charcoal grills, but same may be used only within such Owner's interior patio and in strict compliance with such instructions as may be provided in manufacturer's or vendor's manuals.

1.08 Leases. An Owner may lease his Townhouse for occupation as a single family residence provided that such lease (a) is in writing, (b) is expressly subject to all terms and provisions and conditions set forth herein, and (c) provides that failure of the lease to comply with the terms, provisions, and conditions set forth herein shall be a default under the terms of such lease.

1.09 Remodeling. Other than in connection with the maintenance and repair of a Townhouse, no Owner shall commence, or permit or cause the commencement of the destruction (in whole or in part) of any Townhouse or the construction, erection, or placement of any other or additional improvements or structures, permanent or temporary, on the Property or a modification (structural or non-structural) of the other structure or roof of a Townhouse.

1.10 Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, barn, or any other structure or building other than the residence to be built thereon shall be used as a residence temporarily or permanently; no residence house shall be moved upon any lot. During the construction and sales period of the initial dwelling units the builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but not without limitation, a business office, storage area, construction yards, signs, model units and sales offices.

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1.11 Fences. No fence or wall shall be erected or placed past the front lot line of a Townhouse. Fences shall not exceed the height of ten (10) feet, and shall be constructed of cedar wood with a cap rail.

1.12 Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

1.13 Exterior Maintenance. Each parcel shall be landscaped in an attractive manner. All landscaping, including lawns, shall be kept healthy, weed free, neatly trimmed, pruned, mowed, all as appropriate, and in an attractive condition. All diseased or dead vegetation shall be promptly removed and replaced as necessary to maintain the attractiveness of the landscaping. Each Owner shall keep the exterior of the improvements on its parcel neat, clean, and well maintained. This maintenance obligation shall include the obligation to repainted surfaces as necessary.

All painting shall be done so as to maintain the original color scheme of the improvements on the Property. Such colors are:

As shown on Exhibit "B" attached hereto.

If an Owner fails to maintain his parcel or the improvements thereon in accordance with the requirements of this provision, another Owner may give the failing Owner notice thereof. If such failing Owner does not remedy the situation for which notice is given within fifteen (15) days of the deposit of such notice in the United States Mail, in a prepaid wrapper, registered or certified, return receipt requested, and addressed to the parcel of the Owner, the party giving such notice may undertake such action as is necessary, and the Owner of the subject parcel shall pay on demand the costs such party reasonably incurs.

1.14 Architectural Photography.

(a) Exteriors. The architect and builder shall have the right to photograph the project for his own or publication purposes during a five (5) year period after its completion. The architect and builder shall notify the Owners within at least 48 hours in advance of photography and shall ask for their cooperation in adjusting interior window blinds and lighting for the purpose of photography.

(b) Interiors. Should the architect and builder or a publication wish to photograph the interior after occupancy, the architect and builder shall with Owner's permission be given access to the premises. Any rearrangement of furnishings shall be done by the architect and builder at their expenses. The architect and builder shall also be permitted to bring in additional furnishings for the purpose of photography. The architect and builder, upon completion of photography, shall be responsible for arranging and cleaning the premises to the state in which be found then.

ARTICLE II
Easements

2.01 Utilities. Declarant expressly reserves the right to designate and dedicate easements over and across the Property for the installation and maintenance of utility facilities and drainage facilities. This right to dedicate and designate easements shall automatically terminate upon the sale by Declarant or his successor of all the Property to purchasers for their own residential use. No shrubbery, fence, or other obstruction shall be placed in any such easements. Right of use for ingress and egress shall be had at any and all times over any

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dedicated easement for the installation, operation, maintenance, repair, or removal of any facilities therein, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, or installation of such facility.

2.02 Construction. Each Lot and the property included in the common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two or more residences is partially or totally destroyed and then rebuilt, the Owners so affected agree that minor encroachment of parts of the adjacent residential units on Common Area due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

ARTICLE III
Covenants of Maintenance

3.01 Each Owner shall keep the foundation, glass, floors, interior Townhouse walls, exterior Townhouse walls, exterior balconies and decks, utility systems, interior patio area, and patio walls of his Townhouse and the roof and fence of his Townhouse in a high state of maintenance, repair and appearance.

ARTICLE IV
Party Walls

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

4.02 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 proportion to such use.

4.03 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 the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4.04 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 costs of furnishing the necessary protection against such elements.

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

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4.06 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party wall Owner shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision shall be by a majority of all the Arbitrators.

ARTICLE V
General Provisions

5.01 Mortgagee's Rights. No violation of any matter referred to anywhere in this instrument shall impair, diminish, or detrimentally affect the rights of any mortgagee or trustee under any deed of trust or security instrument outstanding against any Townhouse at the time of such violation. However, in the event the mortgagee or trustee under any deed of trust becomes an Owner it shall take title subject to the Declaration of Covenants, Conditions and Restrictions.

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

5.03 Amendment. The covenants and restrictions by this Declaration shall run with and bind the land, for a term of thirty (30) 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 upon the affirmation vote of two-third (2/3) of the votes of all the Lot Owners.

5.04 Enforcement. Any covenant, condition, reservation or restriction set forth herein may be enforced at law or in equity by any Owner or the Declarant, without the necessity of joining any other Owner. Any and all sums expended by an aggrieved Owner or the Declarant in enforcing any provision of this instrument shall be repaid the aggrieved Owner or the Declarant by the Owner against whom such enforcement is brought.

5.05 Incorporation of Declaration. Each contract for sale, deed, deed of trust, or other instrument which may hereafter be executed with respect to any portion of the Property shall be executed with respect to any portion of the Property shall be deemed to have been executed, delivered, and accepted subject to all the Provisions of this instrument and all such provisions shall, without further action, be incorporated by reference therein, regardless of whether such instrument specifically incorporates by reference therein any provision hereof or the entirety of this instrument or recites the same verbatim therein.

5.06 Non-Severability. Any rights or benefits granted to an Owner by this Declaration are not severable from the ownership of a Townhouse, voluntarily or involuntarily, and shall automatically pass upon transfer of title to a Townhouse, with or without specific reference to the transfer of such rights and the documents transferring such title.

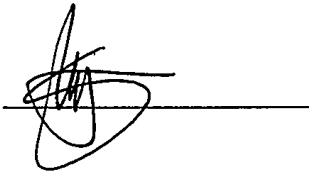
5.07 Voting Rights. Each Townhouse Owner is entitled to one vote for each Lot owned. In the event the Owner of a Townhouse is more than one person, the vote for such Lot shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse.

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ORIGINALLY EXECUTED on the 20th day of August, 1994.

DECLARANT:

For and on behalf of NPA INC.



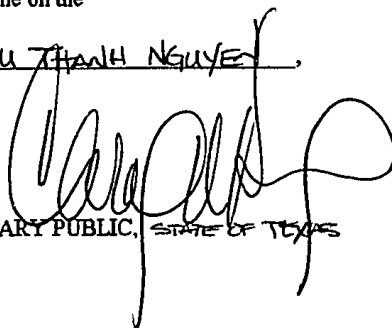
STATE OF TEXAS }

COUNTY OF HARRIS }

Recorder's Memorandum
Acknowledgment
Incomplete.

This instrument was acknowledged before me on the

29 day of August, 1994, by SU THANH NGUYEN,
for and on behalf of NPA INC.



NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

500-82-1027

Lot One (1) in Block Three (3) of GREENBRIAR, an addition in Harris County, Texas, according to the map thereof recorded in Volume 998, Page 411 of the Deed Records of Harris County, Texas:

Being further described by metes and bounds as follows;

UNIT A. 2343 Bartlett Street

A FIELD NOTE DESCRIPTION of a tract of land located in Harris County, Texas, situated in the A.C. Reynolds Survey, Abstract No. 61 and being the East 22.66 feet of Lot 1, Block 3 of GREENBRIAR ADDITION as recorded in Volume 998, Page 41 of the said County Deed Records, said tract being more and particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the North common corner of Lot 2 and said Lot 1 on the South right-of-way line of Bartlett Street (60-foot R.O.W.):

THENCE, South 00 08' 00" West, along the common line of said Lots, a distance of 120.55 feet to a 1/2-inch iron rod set for the common corner of Lot 22 and Lot 21 and said Lots 1 and 2:

THENCE, North 85 44' 47" West, along the common line of said Lots 22 and 1, a distance of 22.72 feet to a 1/2-inch iron rod set for corner:

THENCE, North 00 08' 00" East, a distance of 118.96 feet to a 1/2-inch iron rod set for corner on the said South line of Bartlett Street:

THENCE, South 89 45' 00" East, along said South line, a distance of 22.66 feet to the POINT OF BEGINNING as shown in File No. 15-186 in the office of U. S. Surveying Company, Houston, Texas.

UNIT B. 2345 Bartlett Street

A FIELDNOTE DESCRIPTION of a tract of land located in Harris County, Texas, situated in the A.C. Reynolds Survey, Abstract No. 61 and being part of Lot 1, Block 3 of GREENBRIAR ADDITION as recorded in Volume 998, Page 41 of the said County Deed Records, said tract being more and particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the North common corner of Lot 2 and said Lot 1 on the South right-of-way line of Bartlett Street (60-foot R.O.W.):

THENCE, North 89 45' 00" East, along said South line, a distance of 22.66 feet to a 1/2 iron rod set for the POINT OF BEGINNING of the herein described tract of land:

THENCE, South 00 08' 00" West, along the common line of said Lots, a distance of 118.96 feet to a 1/2-inch iron rod set on the common line of Lot 22 and Lot 1:

THENCE, North 85 44' 47" West, along the common line of said Lots 22 and 1, a distance of 19.55 feet to a 1/2-inch iron rod set for corner:

THENCE, North 00 08' 00" East, a distance of 117.60 feet to a 1/2-inch iron rod set for corner on the said South line of Bartlett Street:

THENCE, South 89 45' 00" East, along said South line, a distance of 19.50 feet to the POINT OF BEGINNING as shown in File No. 15-186 in the office of U.S. Surveying Company, Houston, Texas.

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Exhibit "A", cont.

UNIT C, 2347 Bartlett Street

A FIELDNOTE DESCRIPTION of a tract of land located in Harris County, Texas, situated in the A. C. Reynolds Survey, Abstract No. 61 and being the West 22.83 feet of Lot 1, Block 3 of GREENBRIAR ADDITION as recorded in Volume 998, Page 41 of the said County Deed Records, said tract being more and particularly described by metes and bounds as follows: *see*

COMMENCING at a 1/2-inch iron rod found for the North common corner of Lot 2 and said Lot 1 on the South right-of-way line of Bartlett Street (60-foot R.O.W.)

THENCE, North 89 45' 00" East, along said South line, a distance of 42.16 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING of the herein described tract of land:

THENCE, South 00 08' 00" West, along the common line of said Lots, a distance of 117.60 feet to a 1/2-inch iron rod set on the common line of Lot 22 and Lot 1:

THENCE, North 85 44' 47" West, along the common line of said Lots 22 and 1, a distance of 22.89 feet to a 1/2-inch iron rod set for the West common corner of said Lots on the East right-of-way line of Morningside Drive (30-foot R.O.W.):

THENCE, North 00 08' 00" East, along said West line and the common line of said Lot 1 and Lot 1 of Monoma Court Addition, a distance of 116.00 feet to a 1/2-inch iron rod set for corner on the said South line of Bartlett Street:

THENCE, South 89 45' 00" East, along said South line, a distance of 22.83 feet to the POINT OF BEGINNING as shown in File No. 15-186 in the office of U. S. Surveying Company, Houston, Texas

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EXHIBIT "B"

Exterior:

- | | | |
|----|-----------------|--|
| 1. | CMU Block: | Eagle Concrete product-Dry Block, Cream color. |
| 2. | Stucco: | Sherwin Williams-SW2038, Loggia. |
| 3. | Metal Railings: | Sherwin Williams-SW2739, Charcoal blue. |
| 4. | Metal Copings: | Sherwin Williams-SW2118, Gunmetal gray. |
| 5. | Window Frames: | Champions-White. |
| 6. | Wood Trims: | Sherwin Williams-SW1004, Pure white. |

RETURN TO:
STEWART TITLE
P. O. BOX 1504
HOUSTON, TX 77251

AFTER RECORDING RETURN TO:

4413 Bluebonnet #101
Stafford, TX 77477

ANY PROVISION HEREIN WHICH ATTEMPTS THE SALE, RENTAL OR LEASE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 3 11994



Beverly C. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

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Beverly C. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS