

J306521

## DECLARATION

OF

01/04/84 00033659 J306521 \$ 53.00

## COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

NORTHVIEW WEST, SECTION ONE

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This Declaration, made on the date hereinafter set forth by  
Texas Southwest Development Corporation, A Texas Corporation,  
hereinafter referred to as "Declarant."

W I T N E S S E T H

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WHEREAS, Declarant is the Owner of that certain Property known as  
Northview West, Section One, a Subdivision in Harris County, Texas,  
described as follows and:

WHEREAS, it is the intent of the Declarant to establish a uniform plan  
for the development, improvement and sale of the property (including any  
property later brought within the scheme), to insure the preservation of  
the uniform plan for the benefit of both present and future owners of the  
properties, and, to this end, to establish a homeowner's association and  
delegate thereto the powers to administer and enforce the covenants,  
restrictions, easements, charges and liens set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Lots described  
below are held, and shall hereafter be conveyed subject to the covenants,  
restrictions, easements, charges and liens (sometimes referred to herein  
collectively as "covenants and restrictions") as hereinafter set forth.  
These covenants and restrictions shall run with said property and shall  
be binding upon all parties having or acquiring any right, title or  
interest in said property or any part thereof, their heirs, successors  
and assigns, and shall inure to the benefit of each owner thereof. The  
real property which is, and shall be, held, transferred, sold and conveyed  
and occupied subject to this declaration consists of the following:

All of Northview West, Section One, a subdivision in  
Harris County, Texas, according to the map or plat thereof  
recorded or to be recorded, in Volume 321, Page 101 of the Map  
Records of Harris County, Texas (or any subsequently recorded plat  
thereof)., LESS AND EXCEPT, Restricted Reserves A, B, C, D, and F  
thereof;

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Northview West Homeowners Association, 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 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 Texas Southwest Development Corp., 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 hereinafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" shall mean and refer to NORTHVIEW WEST 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 as on the recorded Subdivision maps of the Properties for the purpose of constructing, maintaining and repairing 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. Neither Declarant nor any utility company using the easements 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 or Single Family Zero Lot Line Attached, 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 or one attached zero Lot line residential family dwelling 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) or more cars but not more than 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.

##### Section 2. Minimum Square Footage Within Improvements.

Those Lots described above as shown on the plat of Northview West, Section One, are restricted to a single family detached dwelling with a minimum of 800 square feet on a one story dwelling and with a minimum of 1200 square feet total for a two story dwelling, or a detached zero Lot line dwelling with a minimum of 800 square feet on a one story dwelling and with a minimum of 1200 square feet total for a two story dwelling or an attached zero Lot line dwelling with a minimum of 800 square feet on a one story dwelling of livable area and with a minimum of 1200 square feet total for a two story dwelling exclusive of open porches and garages, or parking spaces.

##### Section 3. Location of Residence on Lot.

No building shall be located on any Lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as part of the building, provided, however, that this

shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the Property line having the smallest dimension abutting a street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot known and defined as:

1. Standard Single Family Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear Lot line.

2. Zero Lot Line Option.

(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side Lot line. Such side Lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided, however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenance may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty four (24) inches. There is hereby established a six (6) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear Lot line.

(b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option as evidenced by completion on a Lot of construction of any residence complying therewith, each such Lot shall have a three (3) foot access easement extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent Lot, for the construction repair and maintenance of improvements located on the Zero Lot Line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line Lot and the Owner of the adjacent Lot, which shall be covenants running with the land and binding both of the above mentioned Owners and all of the respective heirs and assigns forever; to wit:

- (i) 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.
- (ii) This easement, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.
- (iii) The Zero Lot Line Lot Owner must notify the Owner of the adjacent Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday and Sunday.
- (iv) Both the Zero Lot Line Lot Owner and the adjacent Lot Owner shall have the right of surface drainage over, along and upon the access easement area. Neither Owner shall use the access easement area in such a manner as will interfere with such drainage.
- (v) Neither Owner shall attach any object to the Zero Lot Line wall, fencing onto any access easement area and the Owner of the adjacent Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the adjacent Lot, which allows drainage; however, access to the access easement must be preserved for the Owner of the Zero Lot Line Lot.

### 3. Side Yard Concept Option.

- (a) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side Property line except than on all corner Lots no structure shall be erected nearer than ten (10) feet from the side Lot line abutting a street and shall be not nearer than five (5) feet on the other side Lot line of such corner Lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and three (3) feet from the side Lot line. The three (3) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement". Provided however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case as in the Side Yard Wall, be constructed adjacent to and abutting in such manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts,

windows of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side Lot Line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the Owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the mentioned Owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either Owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or the easement area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining Owner's Lot or the easement area from water running off of such Owner's roof onto an adjoining owner's Lot or onto the easement area and no Owner shall have liability or otherwise be responsible to any other Owner for any loss, expense or damage resulting from such roof run-off.

(ii) The Owner of the adjacent Lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent Lot Owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(iii) The Owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent Lot Owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The Owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent Lot that he may disturb during such maintenance or repair of Side Yard Wall.

(v) Neither Owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the adjacent Lot Owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either Owner, except that the Owner of the adjacent Lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the Owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the Owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent Lot, his licenses or invitees.

(vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining Lots and that if such option is exercised on adjoining irregularly shaped Lots, such as those common to Lots located on either a cul-de-sac or Lots on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase Lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the convenience from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All Owners of Lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped Lots, as used herein, is meant a Lot where the front and back Lot lines are not of equal length and side Lot lines are not of equal length.

4. Zero Lot Line Attached (Separate Ownerships of the Two Units).  
The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all provisions of this Article III, Subsection 3(2) above. The distinguishing feature between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) separate owners of the building involved. The conveyance to such two (2) owners will reflect that their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions of this Article III Subsection 5 (2), the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

- (a) Each building shall contain two (2) units. The conveyance will be by field note description and/or recorded plat, with the property line to be along the common wall between the units, extended to the front and back lot lines. The owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick, or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenances, repairs and painting, and the cost of these repairs and painting. If the owners cannot agree on the maintenance, repairs, and painting of their building, then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on both owners.



- (b) General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties shall be constructed according to prevailing City and/or County fire codes, and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law as applied by the Courts of the State of Texas regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the owners who make use of the wall and roof equally.  
Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.
- (d) Weatherproofing. Notwithstanding any other provisions of this Article, and owner who, by his negligent or willful act, causes bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any owner to appurtenant from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have a full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both Property owners involved.

Section 4. Type of Construction. Exterior walls may be of masonry brick, wood or other suitable material approved by the 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 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 on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty (40) feet.

Section 6. 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 of adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. 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 7. Enforcement of Exterior Maintenance. In the event of violation of any Covenant or Restriction herein by the Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agrees by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 8. 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 the 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 9. 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, house numbers, and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community .

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks 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, 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 such 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 11. 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 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 12. 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, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusion right to erect, place and maintain such facilities in or upon any 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. 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 garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 13. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the Property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the Property line along the entire side of all corner Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 14. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) 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 15. 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 16. Visual Obstruction at the Intersection 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 17. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fences shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. All fences must be constructed of ornamental iron, wood or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 18. 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 structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 19. 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 the Lot clean and free of pet debris.

Section 20. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from the street which runs in front on said Lot.

Section 21. Signs. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without prior written consent of the Architectural Control Committee other than (a) one sign not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 22. Air Conditioners. No window or wall type air conditioners visible from any street shall be permitted.

#### ARTICLE IV

##### Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color 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 G. Neil Freese, Glenn W. Loggins, and Collin S. Campbell, who by a majority vote may designate a representative to act for them. The address of the Committee is 3317 Montrose, Suite 423, Houston, Texas 77006.

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 and of the designated representative 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 January 1, 1991, 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 ROLLING CREEK 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. 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 or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 3 above).

Any request for 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 variance 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

NORTHVIEW WEST 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 mererly as security for the performance of an obligation. No Owner shall have more than one membership.

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

Class "A". The 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 January 1, 1992.

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

Section 3. Non-Profit Corporation. The NORTHVIEW WEST HOMEOWNERS ASSOCIATION, INC., a Non-Profit Corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or By-Laws it may choose to govern the organization; provided, however, that same are not 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 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 rights-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 of Maximum Level of Annual Assessments. Until January 1 of each 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 \$240.00 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 assessment may be increased by the Board of Directors of the Association, effective 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 the 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 canvas 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 County Clerk's office.

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 as to all Lots upon 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 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 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 assessment provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

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

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 Federal Housing Administration and the Veterans Administration 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 Federal Housing Administration or the Veterans Administration.

Upon a 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 to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions 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. 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 during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. 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 Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

Section 3. Severability. Invalidation of 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. FHA/VA Approval. So long as the Declarant, its successors and assigns are in control of the 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.



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ARTICLE VIII

RATIFICATION: LIENHOLDER AND OTHER OWNERS

SOUTHMORE SAVINGS ASSOCIATION, with its domicile in Pasadena, Harris County, Texas, the Owner and holder of a lien or liens covering the Properties covered hereby, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing Covenants, Conditions, and Restrictions upon the Properties.

IN WITNESS WHEREOF, this Declaration is executed this 29th day of December, 1983.

ATTEST:

  
James T. Rash  
Secretary James T. Rash

DECLARANT:

TEXAS SOUTHWEST DEVELOPMENT CORPORATION

BY: Neil Freese

NAME: Neil Freese

TITLE: Vice President

ATTEST:

LIENHOLDER:

SOUTHMORE SAVINGS ASSOCIATION

  
J.R. Adkins  
Secretary J.R. Adkins

BY: Tommy Adkins

NAME: Tommy Adkins

TITLE: President

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared,  
G. Neil Freese Vice President (Title)  
of Texas Southwest Dev. Corp., a Corporation, known to me to be the  
person whose name is subscribed to the foregoing instrument, and sworn to  
me that he executed the same for the purposes and consideration therein  
expressed, in the capacity therein stated, and as the act and deed of  
said corporation.

GIVEN UNDER my hand and seal of office on this the 29th day  
of December, 1983.

*Martina Cockrell*  
Notary Public in and for Harris County

T E X A S

My Commission expires 7-31-84.

MARTINA COCKRELL

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared,  
Tommy Adkins, known to me to be the person whose name is  
subscribed to the foregoing document and sworn before me that he executed  
the same as his free act and deed for the purposes and consideration therein  
expressed.

Given under my hand and seal of office this 29th day  
of December, 1983.

*Mary Ellen Fay*  
Notary Public in and for  
Harris County, T E X A S

My Commission Expires: 8-18-87

MARY ELLEN FAY

Return to:

Laura Loggins  
c/o Glenn W. Loggins, Inc.  
9434 Old Katy Road  
Suite 310  
Houston, Texas 77055

FILED

1984 JAN -4 PM 2:30

*Quita Lodes*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

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

JAN 4 1984



*Quita Lodes*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS