

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GREENSBROOK, SECTION ONE

THE STATE OF TEXAS X

COUNTY OF HARRIS X

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This Declaration, made on the date hereinafter set forth by Target Development Corporation, a Texas Corporation, Texas Southwest Development Corp., a Texas Corporation, and Stuckey, McKinney, Inc., a Texas Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the Owner of that certain Property known as GREENSBROOK, SECTION ONE, a Subdivision in Harris County, Texas, described as follows:

All Lots in GREENSBROOK, SECTION ONE, Subdivision, Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 315, Page 1, in the Map Records of Harris County.

WHEREAS, it is the desire of the Declarant to place certain restrictions, Covenants, Conditions, Stipulations and Reservations upon and against GREENSBROOK, SECTION ONE, LESS AND EXCEPT Reserves A, B, C, and D in order to establish a uniform plan for the development, improvement and sale of such Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said Subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described Lots in GREENSBROOK, SECTION ONE, LESS AND EXCEPT Reserves A, B, C, and D and declares the following Reservations, Easements, Restrictions, Covenants, and Conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE IDefinitions

Section 1. "Association" shall mean and refer to GREENSBROOK HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

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

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

Section 5. "Common Area" shall mean 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 Target Development, A Texas Corporation, its successors and assigns if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional Properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" shall mean and refer to GREENSBROOK, SECTION ONE, 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 a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. 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 and Single Family Zero Lot Line

Detached, Residential. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit or one detached Zero Lot Line unit used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a platted Lot shall have an attached or detached garage or carport or off street parking for one (1) or more cars, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage) and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit 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 commercial or manufacturing purposes.

Section 2. Minimum Square Footage Within Improvements. Those Lots

described above as shown on the plat of Greensbrook, Section One, are restricted to a single family detached dwelling with a minimum of 750 square feet, or a single family detached Zero Lot Line dwelling with a minimum of 750 square feet of livable area per unit, exclusive of open porches and garages, carports or parking spaces.

Section 3. 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 4. Curb Ramps. If required by applicable federal, state or

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

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. 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 using one of three (3) acceptable methods, said methods hereinafter 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. A residence or appurtenance thereto may be located not less than three (3) feet from an interior Lot line, provided that the construction of a residence on the adjacent Lot is complete and such residence shall be no closer than seven (7) feet from the same interior Lot line.

2. Zero Lot Line Option.

(1) 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 a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall 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 of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenances 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 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 five (5) 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 Lot 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.

(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, facing onto the 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 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 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 with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenance such as, for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street 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 above 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 Owners 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-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 purpose 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 onto 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. Saturday for 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 the 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 disproportioned 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 conveyance 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 siting a house, the side lot lines, as well as the front and back lot lines are not of equal length and the side lot lines are not of equal length.

Each Owner of a Zero Lot Line Lot or a Side Yard Lot and the Owner of an adjacent Lot shall indemnify and hold harmless the Declarant, its successors and/or assigns against any and all claims, demands, actions or causes of action of any nature arising out of any variance by Declarant, its successors and/or assigns or general use of the adjacent Lot area by the Owner of the Zero Lot Line Lot or Side Yard Lot or the Owner of the adjacent Lot, their licenses or invitees.

Section 6. Type of Construction. Exterior walls may be of masonry, brick, wood or other suitable material approved by the Architectural Control Committee. No garage, carport or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage, carport or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. All exterior wood shall receive at least two coats of paint at the time of construction, unless such exterior wood is of redwood or cedar material.

Section 7. 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 privileges of placing or constructing improvements on such resulting site, in which case the front footage of the building setback lines shall be measured from the resulting side Property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building set-back line of not less than forty (40) feet.

Section 8. 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 of incident to construction or 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 or 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 9. Enforcement of Exterior Maintenance. In the event of violation of any Covenant or Restriction herein by any 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 upon any Lot or the residence 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 agree 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 existing 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 sort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 10. Building Materials. No Lot shall be used for the use of 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 of construction is commenced. During initial construction

or remodeling of the residence 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 11. Mailboxes. It is the responsibility of the builder to arrange the installation of mailboxes at the sites provided by the Declarant, however, the builder shall be required to obtain the approval of the Declarant as to method and type of installation. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 12. 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, or 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 any Lot, easement, right-of-way, or Common Area unless such object is concealed from public view inside a garage or other approved enclosure.

This Restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair, or maintenance of a house or houses in the immediate vicinity.

Section 13. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. This Restriction is waived in regard to normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 14. 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 purposes, with the exception of lawn storage or children's playhouses; provided, however, that Declarant and/or any builder marketing homes in the Subdivision, upon approval by Declarant, shall have the 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.

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 fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fence 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. Fences shall be constructed along the rear of Lots one (1) through six (6) of Block one (1), Lot one (1) of Block three (3), Lot seventeen (17) of Block three (3), Lots one (1) through twelve (12) of Block five (5); along the north side

of Greenwood Lane as it abuts North Lake Houston Parkway (This fence to be maintained by the Greensbrook Homeowners Association), and along the West side of Lot one (1) of Block (1).

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 front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from the street which runs in front of 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 Greensbrook, Section One, 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 Glenn W. Loggins, Bill Moore, and Dale L. Bennett, who by majority vote may designate a representative to act for them. The address of the Committee is 9434 Old Katy Road, Suite 400, Houston, Texas 77055.

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, 1993, 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 GREENSBROOK 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 variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE V

GREENSBROOK HOMEOWNERS ASSOCIATION

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

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

Class "A". Class "A" Members shall be Owners as defined in Section 1. of Article V, with the exception of the Declarant and its successors and assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". The Class "B" member(s) shall be the Declarant and its successors and assigns and all shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) on July 1, 1989.

Section 3. Non-Profit Corporation. GREENSBROOK HOMEOWNERS

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

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

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment.

Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each such assessment is made.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of Common Areas, if any. The responsibilities of the Homeowners Association may include, by the way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining right-of-ways, easements, esplanades and other public areas, if any; construction and operation of all street lights, purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, Covenants, Restrictions and Conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; employing a manager, or such other employees deemed necessary; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$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 an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of Members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3) of each class of members for such increase in the annual assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas.

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

Section 5. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence 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 amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the

status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. 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

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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 FHA and VA of a general plan, such additional stages of development may be annexed by Declarant (whether or not Declarant owns title to the land constituting the additional stage of development at the time of annexation) without such approval by the membership. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to at least the annual maintenance assessment imposed hereby. As long as there is a Class "B" membership, the annexation of additional Properties shall require the prior approval of the 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 pursuant 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 at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the Covenants herein, it shall be lawful for the Association or any other Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any Covenant or Restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict

between the By-Laws of the 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 GREENSBROOK HOMEOWNERS ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration; annexation of additional Properties; and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

RATIFICATION: LIENHOLDER AND OTHER OWNERS

Allied Bank of Texas, with its business domicile in Houston, Harris County, Texas, Southmore Savings & Loan Association, and Harrisburg Bank with its business domicile in Houston, Harris County, Texas, the Owners and holders of a lien or liens covering the Properties covered hereby, has executed this Declaration evidence its joinder in, consent to, and ratification of the imposition of the foregoing Covenants, Conditions, and Restrictions upon the Properties. W.K. King, J.E. King, and Juanita King, being the individual Owners and Holders of lien or liens covering the Properties covered hereby, have executed this Declaration to evidence their 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 5th
day of April, 1981.3.

ATTEST:



James T. Rash
James T. Rash
Secretary

TARGET DEVELOPMENT CORPORATION

BY: Glenn W. Loggins
NAME: Glenn W. Loggins
TITLE: President

TEXAS SOUTHWEST DEVELOPMENT CORP.

BY: Tommy Adkins
NAME: Tommy Adkins
TITLE: President



Chris J. Mathews
Chris J. Mathews
Secretary Assistant Cashier

STUCKEY/McKINNEY, INC.

BY: T.M. Mc Kinney
NAME: T.M. MC KINNEY
TITLE: PRESIDENT

LIENHOLDERS:

ALLIED BANK OF TEXAS:

BY: Robert D. La Rue
NAME: Robert D. La Rue
Vice President

TITLE: Vice President

ATTEST:

T. R. Adkins
T. R. Adkins
Secretary

SOUTHMORE SAVINGS & LOAN ASSOCIATION

BY: Tommy Adkins
NAME: Tommy Adkins
TITLE: President

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
BEING PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

TITLE: VICE PRESIDENT

W. K. King

J. E. King

Juanita King

JOINDER AND CONSENT:

U. S. HOME CORPORATION

BY:

NAME:

TITLE:

TEST:

cretary



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 30th day of March, 1983.

Pat S. Weathers
Notary Public in and for
Harris County, T E X A S

Pat S. Weathers
My commission expires: 1-31-85

STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared, Robert D. LaRue, 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 1st day of April, 1983.



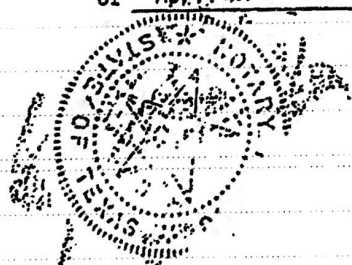
Mary E. Ware
Notary Public in and for
Harris County, T E X A S

Mary E. Ware
May 23, 1984

STATE OF TEXAS X
COUNTY OF HARRIS X

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

Given under my hand and seal of office this 5th day of April, 1983.



Debbie Jean Guidry
Notary Public in and for
Harris County, T E X A S

DEBBIE JEAN GUIDRY
Notary Public, State of Texas
Commission Expires July 25, 1985