

Declarations-CC&Rs
Belle Park Community Association Inc.

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THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

169-33-2179

Declaration of Covenants, Conditions and Restrictions

THIS DECLARATION, made on the date hereinafter, set forth by The 130 Corporation, a Texas corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Harris County, State of Texas, known as Belle Park Community Association, Inc. which is more particularly described as follows:

Being an 8.9134 acre tract or parcel of land out of Lot 89 of the Dairy Subdivision, as shown in Volume 1, Page 23 of the Map Records of Harris County, Texas, and said 8.9134 acres being out of the Henry R. Woodruff Survey, A-844 and the R. Reynolds Survey, A-662 in Harris County, Texas, and being a portion of a 39.5599 acre tract as described in Deed dated October 9, 1968 from R. T. Marshall and R. A. Brown, Trustees, to Kirkwood Development Company, Inc., as recorded in Volume 7376, Page 5 of the Harris County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set at the Northwest corner of Lot 185, Block 9 of the BRAYS FOREST SUBDIVISION, SECTION 3 as recorded in Volume 167, Page 67 of the Harris County Map Records for the Southwest corner of this tract and for the POINT OF BEGINNING;

THENCE North 0° 02' 38" East 950.0 ft. to an iron rod for the Northwest corner of this tract;

THENCE South 89° 58' 49" East 408.34 ft. to a 5/8" iron rod for the Northeast corner of this tract;

THENCE with the West right-of-way line of Belle Park Drive South 950.0 ft. to the Southeast corner of this tract, being also the Northeast corner of Block 9 of BRAYS FOREST, SECTION 3;

THENCE with the North line of Block 9 of said BRAYS FOREST, SECTION 3 North 89° 58' 49" West 409.07 ft. to the POINT OF BEGINNING.

Carl E. Duane, Registered Surveyor
Texas Registration No. 1535

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof.

Article I
Definitions

Section 1. "Association" shall mean and refer to the Belle Park Townhouses Association, Inc., a Texas nonprofit 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.

Section 3. "Properties" shall mean and refer to that certain real property herein-before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows: A swimming pool, playground, putting green, drainage system, driveways, walks, parking areas, trees, landscaping. Declarant is the owner of all water and sanitary distribution systems to serve the townhouses and specifically retains ownership of and assumes the responsibility of maintaining said water and sanitary sewer lines and appurtenances thereto. The owner of each townhouse will maintain the water and sanitary sewer lines and appurtenances thereto. The owner of each townhouse will maintain the water and sanitary sewer line from the home to the line of Declarant.

Section 5. "Lot" shall mean and refer to any of the building sites indicated on the plat (except the Common Area) upon which there is or will be constructed a single-family townhouse which is individually and separately owned.

Section 6. "Declarant" shall mean and refer to The 130 Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Townhouse" shall mean and refer to a single-family residence unit joined together with at least one more single-family residence by a common or party wall or walls, and/or roof, and/or foundation.

Article II
Property Rights

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Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been recorded;
- (d) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder; and
- (e) The right of the Association to limit the number of guests of owners and to charge a guest fee for the use of the recreation facilities.

Section 2. Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The use of all guest parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors, including the assignment of areas where boats, boat trailers, etc., may or may not be parked or stored.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association. As a right running with the real property, ownership of each lot shall entail the use and enjoyment of all walks, stairs, pavements, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access to both pedestrians and vehicles to and from each townhouse to a street without hindrance of such communication ways by the Association and/or owners. When title to the Common Area is conveyed to the Association, it shall remain undivided in the Association so as to preserve the rights of the owners with respect to their use and enjoyment of the Common Area.

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Article III
Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment 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.

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

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a 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. Class B member(s) shall be the Declarant and shall be entitled to three votes for each lot owned - improved or unimproved. 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:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- (2) On December 31, 1978.

Section 3. The purchaser of any lot or lots of a foreclosure sale shall assume the membership status of the previous owner.

Article IV
Covenant for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not

it shall be so expressed in such deed, is deemed to covenant and agrees 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 fee shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvements and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the townhouse situated upon his properties. Such uses shall include, but not be limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exterior of the lots or townhouses as may from time to time be authorized by the Board of Directors, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping, swimming pool, recreational buildings and equipment, roofs and exterior walls of the townhouses, carports and/or garages, including their roofs, garbage pickup, water and sewer service furnished to the townhouses by the Association and other changes required by the Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot.

From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by the Board of Directors effective January 1st of each year without a vote of the membership to the extent of the yearly rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July. The maximum annual assessment may also be increased by not more than 3% above the maximum assessment for the previous year, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice having been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments.

undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum. As long as any lot is owned by Declarant, the Board of Directors may charge and collect a fraction of the annual assessment of each lot on which construction of a townhouse has commenced until the conveyance of said lot by Declarant to an Owner, provided that any such fractional charge to Declarant shall not exceed twenty-five percent (25%) of the then current annual assessment.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in an assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 & 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to each lot as of the date of conveyance by Declarant of such lot to the first owner thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty(30) days in advance of each annual assessment period, provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as

any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each owner. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise provided, the Association shall collect each month from the owner of each lot 1/12th of the annual assessment for such lot. The Association shall upon demand, at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association acting on behalf of the lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary. No owner may waive or otherwise escape the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the owner of any lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a foreclosure under such purchase-money or improvement mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area;
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments;
- (d) Providing that in the event any mortgagee of the Common Properties forecloses against any lot or lots within the properties, such lot or lots shall be exempt from any assessment for so long as such lot or lots are not used as residences or until the same are reconveyed.

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Section 11. Insurance.

(a) The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all buildings and structures in the Common Area against risk of loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard, and shall also obtain a broad form public liability policy covering the Common Area, and all damages or injuries caused by the negligence of the Association or any of its agents. Premiums for all such insurance shall be a part of the maintenance assessments, and shall be written in the name of the Association as Trustee. In the event of damage or destruction by fire or other casualty to any property covered by such insurance, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all townhouse owners, in accordance with the procedure in Section 1 of this Article to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event of damage or destruction by fire or other casualty to any townhouse, carport, garage, storage area or other property of an individual owner, said owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of property involved in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event the owner refuses or fails to so repair and rebuild or enter into a contract to repair and

rebuild, any and all such damage to the exterior of the townhouse, carport, garage and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse, carport, garage, and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The owner shall then repay to the Association the amount actually expended for such repairs, and the Association shall have a lien securing the payment of such amount and subject to foreclosure as above provided.

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(b) The Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, and each owner from and against liability in connection with the Common Areas.

(c) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his townhouse, carport, or parking space, and his additions and improvements thereto including decorations, furnishings, and personal property therein, and his personal property stored elsewhere on the Properties, and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

(d) All costs, charges and premiums for all insurance authorized by the Board of Directors as provided herein shall be a common expense of all owners and shall be a part of the maintenance assessment.

(e) At the time of initial conveyance of each townhouse unit on the property described herein to an owner, Declarant shall cause such unit to be included in a blanket fire and extended coverage insurance policy issued by a reputable fire insurance company doing business in the State of Texas and covering as a whole the group of individual townhouse units physically connected to each other. Such policy shall be written in an amount at least equal to the sum of the replacement costs of the exterior walls, roofs, foundation, floors and floor coverings, interior walls, garages, and permanently installed fixtures and equipment for each townhouse unit; and shall insure such items against fire, lightning, windstorm, hail, explosion, vandalism, and malicious mischief and other risks normally covered by extended coverage insurance in Texas. Such insurance shall not cover any contents or personal property within any such townhouse unit nor public liability or homeowners liability insurance as to such townhouse unit. Such policy may cover one or more groups of townhouse units. Such policy shall name Declarant, Owner, the Association and each mortgagee, if any, as to each townhouse unit as co-insureds with loss payable as their interest may appear; and shall not be cancellable without at least five (5) days written notice to all such co-insureds. Endorsements thereto shall reflect the separate amount of the total insured value attributable to each townhouse unit in the insured group and the portion of the total annual premium payable thereunder which is attributable to each townhouse unit. Declarant shall pay the first year's premiums for such policy in full at the time of issuance thereof; and at the time of closing of the first sale of each townhouse unit, the

first Owner thereof shall (a) reimburse Declarant for the remaining pre-paid portion of such first year's insurance premium attributable to the particular townhouse involved; and (b) deposit into escrow with the Association a sum of money which, when added to the monthly insurance escrow payments made by Owner as hereinafter provided from the date of closing of such first sale to the date of payment of the next annual premium installment for such insurance, shall equal the total premium payment attributable to the particular townhouse unit. On the first of the month next following such closing, Owner shall deposit in escrow with the Association one-twelfth (1/12th) of the annual insurance premium attributable to such townhouse unit; and a like insurance escrow payment shall be due and payable on the first of each and every succeeding month. All such insurance escrow payments shall be accumulated by the Association in a special account and the funds in such account shall be used solely and exclusively for the payment of insurance premiums when due on each group of insured townhouses. The amount of such insurance escrow payments shall be separate and apart from the regular annual assessments and special capital assessments payable to the Association under the provisions of this Declaration; and neither limitations on the amount of such regular assessments nor the requirement of uniform rate for regular and special assessments shall apply to such insurance escrow payments. In the event of loss or damage from any cause insured against under such fire and extended coverage insurance, the proceeds from such insurance shall be used to repair or replace the damaged portions of any townhouse unit. Any deductible under such insurance shall be borne and paid by the particular Owner of the townhouse unit where such damage occurred or prorata by the several Owners if more than one townhouse unit is involved. In the event insurance proceeds are not sufficient to pay the full replacement costs for such damage, the Owner of each townhouse unit affected by such damage shall promptly pay the additional amount or his pro-rata part thereof. Prior to the expiration date of the initial fire policy taken out hereunder, the Association shall arrange for the issuance of a renewal or new policy in amounts, with coverages, and with named beneficiaries as hereinbefore set forth; and each Owner shall immediately upon demand of the Association pay into the insurance escrow account such additional amounts of money as may be required because of increase in insurance rates or reproduction costs to pay such Owner's pro-rata portion of the first year premiums required under such new or renewal policy. In the event any Owner fails to pay the monthly insurance escrow payments or any other sums required to be paid as provided herein, the Association may advance from funds other than the insurance escrow account, the amount of such defaulted insurance payments or other sums in behalf of such defaulting Owner; and such advances shall be deemed to be demand loans to such defaulting Owner bearing interest at the rate of ten percent (10%) per annum from

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the date of such advance, and shall constitute special assessments and liens against the particular townhouse unit owned by the defaulting Owner which may be collected and enforced as otherwise provided in this Declaration.

Section 12. Water and Sanitary Sewer Fund. The Harris County W.C.I.D. #78 has agreed to provide sanitary sewer and water to serve the property hereinabove described, and to provide such services at the commercial rate to Declarant. Declarant hereby agrees to resell said services to the Association at its cost.

Section 13. Exterior Maintenance Fund. Of the monthly assessments collected from owners, the Association shall set aside the sum of \$6.00 per month per owner, as a separate fund for maintaining the exterior and roofs of townhouses. These funds shall not be commingled with any other assessment fund and they will be invested in a separate account and shall not be directed to any use other than the maintenance of said exteriors and roofs of townhouses.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI EXTERIOR MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces,

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trees, shrubs, grass, walks, driveways, carports and garages, parking areas, and other exterior improvements. Such exterior maintenance, however, shall not include glass surfaces, patios, window or door fixtures and hardware; maintenance of these areas and items shall be the sole responsibility of the individual lot owner.

Section 2. In the event that the need for maintenance or repair is caused through the wilful or negligent act of the owner, his family, or guests, or invitees, and is not covered or paid for by insurance on such lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VII USE RESTRICTIONS

Section 1. All buildings and structures on the Properties shall be of new construction.

Section 2. Each lot conveyed shall be designated by a separate description and shall constitute a freehold estate subject to the terms, conditions, and provisions hereof. Further, not more than one family shall reside in each townhouse.

Section 3. The lots shall be used for residential purposes only, as a private residence, and the owner's use of such lot shall not endanger the health or disturb the reasonable enjoyment of any other owner or resident. The term "residential", as used herein, shall be held and construed to exclude hospitals, clinics, detached single and two-family residences, mobile homes, hotels, motels, boarding houses, commercial and professional uses, including personal service shops, whether in the townhouses or otherwise, and all such uses are expressly prohibited.

Section 4. No structures other than townhouse, carports, and garages shall be constructed upon the lots.

Section 5. No building or structure shall be moved on to any lot.

Section 6. No structure of a temporary nature, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 7. No advertising signs (except for one "For Rent" or "For Sale" sign of not more than five square feet per lot), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any lot.

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Section 8. The foregoing sections of this Article shall not apply to the activities of the Association. Further, the Declarant may maintain, during the construction and sales periods, in or upon such portions of the property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, office, storage areas, model units, and signs.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets (not to exceed a total of two pets per lot) may be kept, provided that they are kept, bred, or maintained for any commercial purpose. Any dog or cat must be kept within the property of the owner, and may be walked in the Common Area only when leashed and only to go to and from the project. Dogs and cats are prohibited from the recreational facilities and buildings. Any pet that is not leashed will be delivered to the proper health authorities.

Section 10. All rubbish, trash, and garbage shall be kept in sanitary containers, in the space provided, screened by adequate fencing so as not to be seen from neighboring lots and streets. Such containers shall be emptied regularly, and shall not be permitted to remain on streets or drives.

Section 11. Drying of clothes shall be confined to individual patios and shall be kept screened by adequate fencing so as not to be seen from neighboring lots and streets.

Section 12. No television or radio antennas of any sort shall be erected or maintained on any lot or on any portion of the exterior of the improvements of any lot.

Section 13. No vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by owners of lots, their families, guests or invitees, except for the reasonable needs of emergency, construction, or service vehicles, for a time limited to as briefly as possible. For a period of not to exceed forty-eight (48) hours, family guests, or invitees of owners may park their vehicles in the guest parking areas provided on the Plat of the properties. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units, or any personal vehicles, and the Board of Directors may ensure the proper use of such parking areas in such legal manner as it deems necessary.

Section 14. All fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior walls of the townhouses, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their owners.

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Section 15. No spirtous, vinous, or malt liquors, or medicated bitters capable of producing intoxication, shall be sold or offered for sale on any lot within the Subdivision. Further, no lot, or any part thereof, shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, the United States of America, or of police, health, sanitary, building or fire code regulations relating to or affecting the use of occupancy or possession of any of the said lots.

Section 16. No noxious or offensive trade or activity shall be carried on upon any lot within the Subdivision, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 17. No freezer, refrigerator, washer, dryer, or other household appliance shall be permitted on patios, carports, or any portion of a lot in such a position as to be visible from the street.

Section 18. No window or door of any townhouse shall be covered with metal foil or similar material.

Section 19. The use of window air conditioning units within the properties is specifically prohibited.

Section 20. Except in the individual patio area appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the property, except as installed in accordance with the initial construction of the building, or as approved by the Board of Directors or their Architectural Control Committee. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual lot owner and not in any manner the responsibility of the Association. Within easements established for installation and maintenance of utilities and drainage facilities, as shown on the Plat, no structure or planting shall be placed or allowed to remain which may damage or interfere with the maintenance of such utilities or drainage facilities. The easement area of a townhouse lot shall be maintained by the owner, except for those improvements for which the utility companies are responsible.

Section 21. Repairing of motor vehicles, including motorcycles, within the Properties is specifically prohibited. Further, no "For Sale" sign may be placed on any such vehicle on streets or parking spaces in the subdivision. No inoperative vehicle shall be permitted to remain on any location within the Properties.

Section 22. No construction machinery, dump truck, tractor, mower, dozer, etc., shall be permitted to be parked on any lot, street, parking space, or drive.

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Section 23. No boats, boat trailers, motorized homes, recreational vehicles, or campers, shall be parked on any lot within the Properties, unless specifically authorized in writing by the Board of Directors.

Section 24. Digging of dirt or sand and its removal from any site or lot is prohibited, except when necessary in conjunction with the landscaping of a lot. No trees on any lot shall be cut, except in connection with the construction of improvements, or to remove dead or unsightly trees.

Section 25. No oil, gas, or water drilling or development operation of refining, quarrying or mining of any kind is permitted on the Properties, with the exception of existing oil wells.

Section 26. The use of guns, including air rifles, bows and arrows, or other dangerous device is specifically prohibited.

Section 27. The premises of all lots shall be maintained in a clean and sightly condition at all times. If not so maintained, the Association shall have the right to take whatever action is deemed necessary to bring such lot or part thereof to a satisfactory condition, and the cost of such action shall be paid by the owner of said lot.

Section 28. No motor driven vehicles may be operated on the walkways within the Common Area, except a golf cart. No motorcycles or motor-bikes of any type may be operated on the streets or alleyways within the Subdivision.

ARTICLE VIII PARTYWALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

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

Section 3. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance

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and repaired out of the proceeds of same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an owner, who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of finishing the necessary protection against such elements.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

Section 6. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE IX EASEMENTS

Section 1. Each townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhang of the structures built by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Architectural Control Committee. In the event a multi-family building containing two or more townhouses is partially or totally destroyed and then rebuilt, the owners of the townhouses agree that valid easements shall exist for any encroachment resulting therefrom.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephones, electricity, gas and television cables. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewer,

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electrical lines, water lines, or other utilities may be installed or relocated on the property until approved by the Association's Board of Directors. In the event that any utility company furnished a service covered by the general easement herein provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. An underground electric distribution system will be installed in that part of Belle Park Townhouses Subdivision, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Belle Park Townhouse Subdivision. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 4. 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 serve other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his lot.

Section 5. Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown by the Plat, and instruments recorded in the office of the County Clerk of Harris County, Texas, and by instruments that may hereafter be recorded in said office as provided in Section 2 of this Article above. Copies of these shall be kept on file in the principal office of the Association. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any

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

ARTICLE X
GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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

Section 4. Annexation. For a period of two years from the recording date of this instrument, Declarant shall have the right to annex not more than twenty (20) additional acres to the properties owned by the Association, and to the use of all facilities connected with and owned by the Association, provided that said property be encumbered with the Declaration of Covenants, Conditions and Restrictions as are herein contained. After said two year period, the annexation of additional properties, merger and consolidations shall require the ascent of fifty percent (50%) of each class of membership, at a meeting duly called for this purpose, in accordance with the procedure outlined in Article IV, Section 5, above. Annexation at anytime is subject to prior written approval by the mortgagee of any of the common properties.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 27 day of OCT., 1973.

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The 130 CORPORATION, Declarant

BY R. C. Allais

ATTEST:

[Signature]
Secretary

1973 OCT 26 PM 12 37

Notary Public
HARRIS COUNTY TEXAS

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard C. Allais, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The 130 Corporation a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 27th day of October A.D. 1973.



Delores Anderson
Notary Public in and for
Harris County, Texas

My commission expires June 1, 1974

[Signature]