

OF

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CONCORD BRIDGE (SECTIONS TWO AND THREE)
A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY TEXAS

STATE OF TEXAS X
COUNTY OF HARRIS X

09/20
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This Declaration made on the date hereinafter set forth by FAIRBANKS ASSOCIATES, a Joint Venture composed of RYLIS REALTY COMPANY, a Texas Corporation, and CENTURY LAND COMPANY, a Joint Venture composed of JAMES C. NIVER and CDL, 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 in Concord Bridge (Sections Two and Three), a subdivision in Harris County, Texas, described as follows:

All the lots in Concord Bridge, Section Two, a subdivision, in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 314, Page 24, in the Map Records of Harris County, Texas:

see

Lots One (1) through Ten (10), inclusive, Block One (1); Lots One (1) through Sixty (60), inclusive Block Two (2); Lots One (1) through Ten (10), inclusive, Block Three (3); Lots One (1) through Two (2), inclusive, Block Four (4); Lots One (1) through Fifteen (15), inclusive, Block Five (5).

All the lots in Concord Bridge, Section Three, a subdivision, in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 314, Page 25, in the Map Records of Harris County, Texas:

Lots Eleven (11) through Twenty-Two (22), inclusive, Block One (1); Lots Sixty-One (61) through One Hundred Thirty (130), inclusive, Block Two (2); Lots Eleven (11) through Twenty-Two (22), inclusive, Block Three (3); Lots One (1) through Fifty-One (51), inclusive, Block Six (6); Lots One (1) through Twenty-Nine (29), inclusive, Block Seven (7); Lots one (1) through Twenty-Three (23) inclusive, Block Eight (8).

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property 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 Concord Bridge, (Sections Two and Three), and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purposes 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 I

DEFINITIONS

1.1 "Association" shall mean and refer to CONCORD BRIDGE HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

1.2 "Owner" or "Homeowner" 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 Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "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.

1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, shown as Reserves "B", "C", "D", and "E" on the plat of CONCORD BRIDGE, (Section One), together with the swimming pool, bath house, tennis courts, and other improvements located thereon.

1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, all commercial reserves, and Reserve "F" (Water Supply Plant).

1.6 "Declarant" shall mean and refer to FAIRBANKS ASSOCIATES, a Joint Venture composed of RYLIS REALTY COMPANY and CENTURY LAND COMPANY, a Joint Venture composed of JAMES C. NIVER and CDL, INC.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 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 set-back lines. All dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of the Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

2.2 Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television, telephone and telegraph lines, gas, sewers, or 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 on the land covered by said easements. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right and power in such agreement or agreements to grant to such Cable Television Company or Companies

the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above.

2.3 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 light, electric power, cable television, telephone or telegraph 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 the use, maintenance and enjoyment of his lot.

ARTICLE III

RESTRICTIONS

3.1 Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling shall have an attached or detached garage for no less than two (2) cars unless otherwise approved, in writing, by the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivision, except as provided in paragraph 3.8. Carports of any kind shall not be built, placed, or constructed on any Lot. No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the garaging of automobiles. All

owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

- (a) No residence shall have less than 51% brick, or equivalent masonry construction, on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee or its designated representative.
- (b) The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt composition type shingles of 235# or heavier weight or 225# fiberglass composition of a color approved by the Architectural Control Committee, or its designated representative. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee or its designated representative, upon written request.
- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or in any part of Concord Bridge, Sections Two and Three, except in temporary buildings approved by the Architectural Control Committee or its assignee.
- (e) Each kitchen in each dwelling or living quarters situated on any Lot above described, shall be equipped with a garbage disposal unit, which garbage disposal unit shall, at all times, be kept in a serviceable condition.

3.2 Minimum square footage within improvements. Those Lots described above as shown on the plat of Concord Bridge, are restricted to a dwelling with a minimum of One Thousand One Hundred (1,100) square feet of livable area, exclusive of open porches and garages.

3.3 Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from and "outside" 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 and "outside" the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

3.4 Location of the improvements upon the lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 3.5 below, no part of the house building, or garage shall be located nearer than five (5) feet to an interior side Lot line or ten (10) feet to any exterior Lot line on a corner Lot. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

3.5 Composite Building Site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting 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 setback line of not less than fifty-five (55) feet.

3.6 Prohibition of offensive activities. No activity, whether for profit or not, shall be carried 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 become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

3.7 Use and Occupancy. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the owner or his tenant and their families. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

3.8 Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the Architectural Control Committee; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots or Reserves as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other

but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

3.9 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 unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, or pick-up trucks that: are in operating condition; have current license plates and inspection stickers; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle; trailer; 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 unless such object is concealed from public view inside a garage or other approved enclosure. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties. No motor bikes, motorcycles, motor scooters, "Go-Carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgement of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the owners, his tenants, and their families. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the common areas, including the assessment of charges to owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or

houses in the immediate vicinity.

3.10 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.11 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 of each type of pet will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the homeowner's back Lot inside a fenced area or within the designated property lines of the Lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on leash when away from Lot.

3.12 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 walls of the dwelling existing on such Lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. All fences and walls shall be of cedar construction or better. No chain link fence type construction will be permitted on any Lot.

3.13 Visual Obstruction at the Intersections 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.

3.14 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 and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of

improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street. The drying of clothes in public view is prohibited. The owner or occupants of any Lot shall construct and maintain a fenced drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring lots, streets or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash, or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot as 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. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, Declarant or its assigns shall, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds, and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the owner or occupant of such Lot for the cost of the work. Further, Declarant or its assignee reserves the right to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner

or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

3.15 Signs, Advertisements, Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders provided consent is obtained from the Declarant or its assignee, which cannot be unreasonably withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.16 Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or F.M. signals shall be erected, constructed, placed or permitted to remain on any Lots, houses, garages, or buildings constructed in this subdivision. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the main residential house so as to be completely concealed from view when viewed from the fronting street. No antennas, or radio or T.V. towers shall be erected as a free-standing structure, nor shall any antennas, or radio or T.V. towers be erected which are supported by any type of guy wires.

circumstances exist (as determined by the Association), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.18 Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting and Power Company and Declarant. The owner of each Lot containing a single dwelling unit 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 electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by electric 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various Homeowners reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Homeowners to permit installation, repair and maintenance of each Homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle,

alternating current.

3.19 Deviations in Restrictions. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

3.20 No Liability. Declarant or the Association, as well as their agents, employees and architects, shall not be liable to any Homeowner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant or the Association, as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

3.21 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Building Plans. No building shall be

erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

4.2 Architectural Control Committee. The Architectural Control Committee shall be Fairbanks Associates, and it may designate a representative or representatives to act on its behalf. Until such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, as herein provided, or at such earlier time as Fairbanks Associates may elect, Fairbanks Associates shall continue to serve and act as the Architectural Control Committee. At such time as a residential dwelling and related improvements have been so built and constructed, or at such earlier time as Fairbanks Associates may elect, the duties and responsibilities of the Architectural Control Committee shall be fulfilled and its powers exercised by

the Board of Directors of the Association as long as the Association is collecting and administering the Maintenance Charge for the subdivision. At the time Fairbanks Associates ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as it may elect), it shall assign such rights and power of the Architectural Control Committee, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Fairbanks Associates and filed of record in the appropriate records of the County Clerk of Harris County, Texas.

4.3 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.

ARTICLE V

CONCORD BRIDGE HOMEOWNERS' ASSOCIATION

5.1 Membership and Voting Rights. 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. 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.

5.2 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 (1) 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 or its successors and assigns and 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 Class A membership equal the total votes outstanding in Class B membership:

or

(b) January 1, 1996.

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

5.3 Non-Profit Corporation. CONCORD BRIDGE 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.

5.4 Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

5.5 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 the normal business hours.

ARTICLE VI

PROPERTY RIGHTS

6.1 Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, if any, 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 the recreation facility by an owner; to suspend any other service provided by

the Association for an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each 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, if any, to any public agency, 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 the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 7.1.

6.2 Delegation of Use. Any owner may delegate in accordance with the by-laws the owner's right of enjoyment to the Common Area and facilities, if any, to the members of the owner's family, tenants or contract purchasers who reside on the property.

ARTICLE VII

MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the subdivision 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 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 interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property (which lien shall be deemed granted by each owner upon acceptance of the deed to the lot) against which each such assessment is made. Each such assessment, together with interests, 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 successor in title unless expressly assumed by them.

7.2 Purpose of assessments. 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 any Common Areas. The responsibilities of the Homeowners' Association shall include, but not be limited to the maintenance and repair of the walkways, steps, entry gates or fountain areas, if any; constructing and maintaining parkways, rights-of-ways, easements, esplanades, Common Area, and other public areas; 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, if desired, caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Association to keep the Lots in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Lots. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7.3 Rate of Assessment. All Lots in CONCORD BRIDGE, (Sections Two and Three) shall commence to bear their applicable maintenance fund assessment simultaneously, and Lots owned by Declarant are not exempt from assessment. The annual assessments provided for herein shall commence at such time as the Directors of the Association determine that the Lots are completed and ready to build on (that is, when the Lots have been substantially finished, graded and substantially all utilities (water, sanitary sewer, storm sewer, gas,

and electricity) have been installed). Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (according to Paragraph 7.4). Lots which are not occupied by a resident and which are owned by a Declarant, a builder, or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for any individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment for such a Lot shall be prorated according to the rate required of each type ownership.

7.4 Maximum annual assessment. Until January 1, 1984, the maximum annual assessment shall be \$132.00.

- (a) From and after January 1, 1984, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1984, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. 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.

7.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided

that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.6 Notice and Quorum for any Action Authorized under Paragraphs 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 7.4 or 7.5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

7.8 Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund 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 Owner of any such Lot to secure the payment of

monies advanced or to be 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 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 to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges 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 first mortgage lien to the holder thereof. No 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.

7.9 Future Sections. The Association shall use the proceeds of the maintenance fund for the use and benefit of all residents of CONCORD BRIDGE, (Sections One, Two and Three) Subdivision, as well as all subsequent sections of CONCORD BRIDGE Subdivision; provided, however, that each future section of CONCORD BRIDGE Subdivision, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot, basis equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of CONCORD BRIDGE Subdivision may be annexed, without the consent of the members.

ARTICLE VIII

GENERAL PROVISIONS

8.1 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.

8.2 Enforcement. The Association or any owner or the Declarant, its successors and assigns, shall have the right to enforce by any proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in connection therewith shall be entitled to recover from the defendant therein all reasonable attorney's fees. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any owner or other occupant to comply with the terms and provisions hereof would result in irreparable harm to Declarant and to the Association. Thus, the breach of any of these provisions may not only give rise to an action for damages at law but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm.

8.3 Severability. Invalidation of any one of these covenants

by judgment or other court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

8.4 FHA/VA approval. So long as the Declarant, its successors and assigns, are in control of the CONCORD BRIDGE HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

8.5 Joinder by Lienholder. The undersigned lienholder joins in the execution of this Declaration for the purpose of evidencing its consent and agreement to the placing of the above restrictions on the property described herein.

Executed this 2nd day of February, A.D. 1983.

FAIRBANKS ASSOCIATES, a Joint Venture
composed of RYLIS REALTY COMPANY, a
Texas Corporation, and CENTURY LAND
COMPANY, a Joint Venture composed of
JAMES C. NIVER and CDL, INC., a Texas
Corporation.

(6)
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ATTEST

[Signature]
W.E. Hill
Asst. Sec.

BY: RYLIS REALTY COMPANY

BY: [Signature]
Risher Rowson
Exec. Vice President

BY: CENTURY LAND COMPANY, a
Joint Venture composed of:

ATTEST

[Signature]

BY: JAMES C. NIVER

BY: [Signature]
James C. Niver

ATTEST

[Signature]

BY: CDL, INC.

BY: [Signature]
Walter M. Ross, Vice President

ATTEST

[Signature]
R.E. Burns

BY: AMERICAN GENERAL INVESTMENT CORP. | 19
(Lienholder)

[Signature]
G.F. Symes

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Lisha Rowlett Eva Vice President of RYLIS REALTY COMPANY, a corporation, which corporation is a Joint Venturer in FAIRBANKS ASSOCIATES, a Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation in such capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of February, 1983.

Wildred J. Terrell
Notary Public in and for the State of Texas. Commission Expires 4-29-86.

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JAMES C. NIVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in his capacity as a Joint Venturer in CENTURY LAND COMPANY, a Joint Venture, which Joint Venture is a Joint Venturer in FAIRBANKS ASSOCIATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of February, 1983.



Laura D. Rovner
Notary Public in and for the State of Texas. Commission Expires 4-6-86.
LAURA D. ROVNER
Notary Public, State of Texas
My Commission Expires 4-6-86

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared WALTER M. ROSS, Vice President of CDL, INC., a corporation, which is a Joint Venturer in CENTURY LAND COMPANY, which is a Joint Venturer in FAIRBANKS ASSOCIATES, a Joint Venture, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation in such capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of February, 1983.

Ruth B. Cant
Notary Public in and for the State of Texas. Commission Expires _____



RUTH B. CANT
Notary Public in and for the State of Texas
My Commission Expires July 31, 1986

STATE OF TEXAS X

COUNTY OF HARRIS Y

BEFORE ME, the undersigned authority, on this day personally appeared Ray Simon, of AMERICAN GENERAL INVESTMENT CORP., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of February, 19 83.

Benny Conlay
Notary Public in and for the
State of Texas

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

FEB 3 1983



Quita Roseberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
FEB 3 3 26 PM 1983
Quita Roseberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

Hold for Capital Side