

2004-139815

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**REVISED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
HAVENSHIRE SUBDIVISION**

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Revised Declaration of Covenants, Conditions, and Restrictions for Havenshire, a subdivision in Montgomery County, Texas, is made on the date hereinafter set forth by Havenshire Homeowners Association, Inc. called "Declarant," by virtue of the original Deed Restrictions, Article V, section 6, dated June 26, 1995.

WITNESSETH:

Whereas, Declarant is the owner of that certain real property known as Havenshire, Section I, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the John Corner Survey, Abstract #8, of the Map Records of Montgomery County, Texas; and,

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property as presently constituted and as it may be enlarged 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 plots in said subdivision; now,

THEREFORE, Declarant hereby adopts, establishes and imposes upon Havenshire, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions 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 insure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Havenshire Homeowners Association, Inc., its successors and assigns, provided for in Article V herein.

Section 2. "Properties" shall mean and refer to Havenshire, and any additional properties which are hereafter made subject to the terms hereof by Developer. Such properties as may be subsequently added and made subject to the terms hereof shall be considered a part of the subdivision.

Section 3. "Plot and parcels of land" shall mean and refer to the plots shown upon the subdivision Plat which are restricted hereby to use for single family residential dwellings. In no event may a modular home or mobile home be situated on any plots. Further, in no event may the plots be used to store inoperable/junk motor vehicles, or to maintain junk yards, or to run a commercial business of any kind or description. Owners of plots shall comply with all governmental environmental and pollution regulations and shall not disturb the adjoining residences by unreasonable noise or otherwise nor shall owners commit any unlawful activity."

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any plot which is a part of the Properties, but in the event the execution of a contract for sale covering any plot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral state.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Havenshire recorded in The John Corner Survey, Abstract #8 of the Map Records of Montgomery County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the Havenshire Architectural Control Committee provided for in Article IV herein.

Section 7. "Developer" shall mean Joe D. Havens and Margaret L. Havens and any assignee to whom Joe D. Havens and Margaret L. Havens specifically transfers its rights and interests as Developer hereunder.

Section 8. "Uniform plan for the development, improvement and sale of property" shall mean and refer to a uniformity of plan for each section of the subdivision. Each section shall be uniform in plan although not necessarily uniform with the remaining sections of the subdivision which may differ from section to section.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets, and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. 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.

Section 4. Declarant reserves the right, during installation of roads or streets as shown on the Subdivision Plat, to enter onto any plot or plots for the purpose of disposing of street excavations, including the removal of any trees, if necessary, whether or not the plot or plots have been conveyed to and/or contracted for by any other Owner or Owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to, shall be liable to 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 situation on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by the Declarant to any parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting the same for roadways, drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 7. Declarant has transferred title of roadway known as Havenshire Drive to the County of Montgomery, Texas, whereby the county maintains and repairs road. Since this is no longer a private road no private gate or electric entrance can be erected by the Declarant.

ARTICLE III

Use Restrictions

Section 1. Land Use and Building Type. All plots shall be known and described as plots for single-family residential dwellings. Two story dwellings shall not exceed a height of forty (40) feet. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said plots for duplex houses, for rent or commercial activity, or apartment houses. In no event may plots be used for any industrial purposes, for the manufacture, sale or repair of motor vehicles, boats or heavy equipment, for junk yards, or for commercial/rental motor vehicle or boat storage facilities. The use of plots or allowable structures thereon to conduct business or commercial activities is prohibited. The renting or leasing of any plot or single family residential dwelling by an owner or his agent shall not be construed as prohibited commercial activity. No building of any kind or character shall ever be moved unto any plot within said Subdivision without the prior approval of the Architectural Control Committee and Havenshire Homeowners Association Board of Directors, herein referred to as HHA Board.

Section 1a. Minimum Square Footage. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways, and servants quarters) in each land parcel shall not be less than 1,900 square feet for a one story dwelling and not less than 2,200 square feet for a one and one half or two story dwelling unit.

Section 2. Prior Approval Required. No building, fence or other structure shall be erected, placed, or altered on any parcel of land until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color and as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully described in these Restrictions. After the Architectural Control Committee has reviewed any plans submitted and find such plans to be in compliance with all restrictions, the ACC shall submit said plans to the HHA Board for a formal vote.

Section 2a. No travel trailer, modular structure, mobile home, motor home, tent or other movable structure of any kind shall be erected, placed, or maintained on any land parcel.

Section 3. Residential Building Location. No building shall be located on any plot nearer the front plot line or nearer the side street than the minimum building setback lines shown on the recorded plat. No garage or other out building shall be located nearer than fifteen (15) feet to any side plot line. Nor may the main residential building or any part thereof be located nearer than fifteen (15) feet from the side plot line. For the purpose of this covenant, eaves, and steps shall not be construed as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any plot to encroach upon another plot. For the purpose of these restrictions, the front of each

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plot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building will face the front of the plot.

Section 5. Resubdivision. No plot shall be resubdivided without the express written approval of the Architectural Control Committee and the HHA Board.

Section 6a. Annoyance or Nuisances. No noxious or offensive activity, nor any unlawful activity shall be carried on or upon any plot, nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden. No boat trailers, boats, travel trailers nor trailers of any type, inoperative motor vehicles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or upon utility or drainage easements. Storage of all items referenced above shall be stored in an enclosure (non see-through material) in the rear of the primary property line the height of which shall not exceed ten (10) ft. All items with a height exceeding ten (10) ft. shall be stored in a fully enclosed structure.

Section 6b. All animals must be properly supervised and controlled at all times to prevent nuisance, in accordance with any and all county ordinances. Homeowners with animals on their premises shall contain the animal on their own premises within a suitable pen or containment area, i.e. fence.

Section 6c. There shall be a limit of one horse per acre; additional horses shall require HHA Board approval. Animal waste must be regularly removed from the premises. Approved animals are restricted to horses, dogs, cats, or other animals which are approved by the HHA Board.

Section 6d. In the event a homeowner does not abide by the requirements of these Restrictions, a notice will be sent by Registered Mail on behalf of the HHA Board to the homeowner within three (3) days. Homeowners shall have 90 days from the date of this document to comply with these Restrictions. Failure to correct these violations will result in a fine of \$10.00 per each day of non-compliance. If fine is not paid within 30 days it will result in a lien on the property. This lien will incorporate fees for court costs and attorneys.

Section 7. Removal of Non Conforming Campers or Structures. In the event of default on the part of the owner or occupant of any plot in observing the requirements of these Restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof to the violator's last known address, Developer, the Architectural Control Committee, or their assigns or representatives shall, without liability to the owner or occupant in trespass, damage or otherwise, enter upon said plot and remove the travel trailer, modular structure, motor home, mobile home, or other structure in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay all reasonable costs associated with the notice and removal and any storage fees, if any, immediately upon the receipt of a statement thereof. The mailing of ten (10) days written notice to the address shown on Owner's Contract of Sale shall be deemed to be full compliance by Developer or the ACC of its duty to notify in writing as set out above.

Section 8. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any plot. Declarant or the Architectural Control Committee, or its agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 9. Oil and Mining Operations. Except for reserved tracts, plots of land, and easements shown on the recorded plat, no oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

Section 10. Storage and Disposal of Garbage and Refuse. No plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except 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 shall be kept in clean and sanitary condition. No plot shall be used for the open storage of any materials whatsoever, which storage is visible from the street.

Section 11. Water. The owner of each plot shall be responsible for paying the tap-on fee for water service and shall bear the responsibility of furnishing and installing, in conformance with governmental requirements, the water line which extends from the house to the easement. Each plot owner shall be responsible for purchasing a water meter from the water supplier and installation fees. In addition, each plot owner shall pay a tap-on fee and water usage charges at the prevailing rates. However, the cost of replacement meters and installation of same will be the sole responsibility of the utility owner. No plot owner may drill or install a water well on any plot in the subdivision.

Section 12. Walls, Fences, and Hedges. All fences and walls must be at least four (4) feet in height not to exceed six (6) feet in height, except for enclosures surrounding boats and trailers, unless otherwise approved in writing by the Architectural Control Committee. Fences must be of ornamental iron, vinyl, wood or masonry construction and must be kept in good repair at all times. Fences must be of one type or style and not a combination of types or styles. Any fencing that does not meet these Restrictions shall be required to be upgraded upon the sale of the home. Potential buyers should be notified prior to the purchase and given 90 days after purchase to comply. No fence shall extend beyond the front of the house. The express written consent of the Declarant and Architectural Control Committee must be acquired before erecting a fence. Any wall, fence or hedge erected as a protective screening on a plot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any plot in maintaining said protective screening or fence and such failure continues after ten (10) days written notice thereof, Declarant or its assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said plot and cause said protective screening or fence to be repaired or maintained or to do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening or fence in a satisfactory condition and may charge the Owner or occupant of such plot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 13. Plot Maintenance. So long as a plot is in a natural state, the Owners or occupants of all such plots shall not be required to alter the natural state of the plot. However, once a portion of the plot is altered and grass is planted the Owners or occupants of all such altered plots shall be required to cut, trim, and maintain said portions in a sanitary, healthful and attractive manner. In no event shall any plot be used for storage of materials and equipment except for normal residential requirements or incident to construction or improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. Fires shall be prohibited except for small brush fires which include the burning of leaves, grass and small limbs only when conditions permit. At no time shall there be burning of trash, rubbish or garbage. The fires must be properly maintained in the very rear of the plot. The Owner is to insure all proper safety precautions and remain with the fire at all times. Refrigerators and other large appliances shall not be placed out of doors. The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any plot in observing the above requirements or any of them, and such default continuing after ten (10) days written notice thereof, Declarant or its assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said plot 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 plot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such plot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statements immediately upon receipt thereof.

Section 14. No outside toilet or privy shall be erected or maintained on any plot hereunder. The dumping, emptying or evacuation of sewage or waste water onto the ground or into any ditch or drainage facility within the subdivision is strictly prohibited.

Section 15. Drainage. Natural drainage of streets, plots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into

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ditch or diverting flow. In no event shall culverts be less than eighteen (18) inches. Declarant may remove any culvert that obstructs the flow of water through the street ditches. Any change to the plot shall not obstruct nor hinder drainage related to neighboring plots.

ARTICLE IV

Architectural Control Committee

Section 1. Purpose. The purpose of the Architectural Control Committee is to provide compliance with these restrictions; to maintain proper use of the plots; and to preserve, so far as practicable, the natural beauty of the property.

Section 2. Approval of Building Plans. No building structures, or other permanent improvements, the result of which could affect the natural flow of water, shall be erected, placed or altered on any plot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved by the HHA board and the ACC 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 ACC, or its designated representative prior to commencement of construction or placement. The Architectural Control Committee may require the submission of 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 ACC determines that the plans are so unique that consultation with a qualified engineer or other expert is advisable, then the applicant shall pay, in advance, a deposit to cover the cost of the engineer or expert consultation fee. The HHA Board and ACC shall respond in writing to all applications indicating approval or disapproval. In the event both committees fail to approve or disapprove such plans and specifications within thirty (30) working days after submission, approval will not be required and full compliance with this Section will be deemed to have occurred.

Section 3. Committee Membership. The HHA Board shall in its Bylaws provide a method for selection of the ACC by the membership of HHA.

Section 4. Replacement. The HHA Board shall in its Bylaws provide a method for replacement of an ACC member who resigns.

Section 5. Minimum Construction Standards. The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 6. Term. The duties and powers of the Architectural Control Committee and of the designated representatives shall remain effective so long as the HHA continues to be the sole representative of the owners of Havenshire property in accordance with the Havenshire Homeowners Association Deed Restrictions.

Section 7. Nonliability. Neither the Declarant nor the Architectural Control Committee or any of its members shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

ARTICLE V

Havenshire Homeowners Association

Section 1. Membership. Every person or entity who is an Owner of any of the Properties which are subject to maintenance assessed by the Association, shall be a member of Havenshire Homeowners Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership. An owner in default on HHA dues, fees, or assessments shall not have the right to vote.

Section 2. Voting Rights. The Association shall have one class of membership.

Class A. Class A members shall be all those Owners as defined in Article 5. Class A members shall be entitled to one vote for each plot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any plot, all such persons shall be members. The vote for such plot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any plot.

Section 3. Non-profit Corporation. Havenshire Homeowners Association may incorporate and in such event all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

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

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

Section 6. Board of Directors. The affairs of the Association and/or non-profit corporation shall be managed and governed initially by a Board of Directors. Appointment of the Board of Directors shall be determined by the Bylaws. The judgment of the Board of Directors in the management of the affairs of the Association and/or non-profit corporation shall be final and without liability to such directors so long as such judgment is made in good faith.

ARTICLE VI

Maintenance Charge and Other Assessments

Section 1. Each plot owner in Havenshire, except Developer, is hereby subject to an annual maintenance fee, an amount determined reasonably necessary by the HHA Board for the purpose of creating a fund to be designated and known as the "maintenance fund." Said maintenance charge and assessment will be paid by the Owner or Owners of each plot within Havenshire to the HHA. In the discretion of the Board of Directors, owners of multiple plots may be assessed a maintenance charge which may be lesser than the maintenance charge assessed upon single property owners. The maintenance charge is payable yearly in advance. The maintenance fund assessment shall commence to accrue from the date of the deed or other conveyance of the plot from the Developer to the purchaser. Any assessment not paid within thirty (30) days from the due date shall bear interest from due date until paid at the rate of fifteen percent (15%) per annum. The rate at which each plot will be assessed will be determined annually, and may be adjusted from year to year as the needs of the subdivision, may in the judgment of the Association, require. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Havenshire. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all

of the following: maintaining and operating permanent rights-of-way, and easements, taxes on common areas, 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, and doing any other thing or things necessary or desirable in the opinion of the Directors of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Directors in the expenditure of said funds or the variance in maintenance charge assessments on multiple-plot owners shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. To secure the payment of assessments, reimbursements and obligations to the maintenance fund established hereby and to be levied on individual plots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such plots, a Vendor's Lien for the 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 plot 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 plot to the extent of any such assessments, reimbursements, obligations and 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 plot upon which 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 lien mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular plot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

Section 4. It is specifically agreed that any plot sold to persons or entities by the Declarant by contract for sale of land or deed with lien and note or other instrument and the purchaser defaults in the contract for non-payment or in any other manner and said plot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its rights to collect the past due maintenance charges, assessments and penalties on such plots from the Declarant. Nothing herein contained shall relieve the purchaser in default from whom the plot was repossessed from his obligation to pay such delinquent charges, assessments, maintenance charges and penalties to the Association.

Section 5. If, at any time, any members of the HHA or property owner files suit against the HHA and suit includes any counterclaim or counter petition filed in response to a petition filed by HHA to enforce the covenants contained herein, the person or persons filing the suit shall be liable to the HHA for all reasonable assessments/fees incurred by the HHA or results from the HHA's efforts to enforce said covenants.

ARTICLE VII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this instrument is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 20 years, or anytime thereafter, an instrument signed by a majority of the then owners of the plots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the

covenants herein, it shall be lawful for the Association or any other plot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for violations. Failure by the Association or any plot owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Charge on Plots. In addition to the lien imposed upon plots in Article VI, Section 2, and to secure the payment of assessments, charges and reimbursements required of plot owners to the Association for removal of debris, trimming unsightly plots, and the like, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such plots, a Vendor's Lien for benefit of the Association, such 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 plot to secure the payment of monies advance or to be advanced on account of the purchase price and/or the construction of improvements on any such plot to the extent of any such assessments, reimbursements, and obligations 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 plot 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 lien mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular plot covered by such first mortgage lien to the holder thereof.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Discrimination. Discrimination on the basis of a person's race, color, religion or national origin with the subdivision is strictly prohibited.

Section 5. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) years from the date of this Declaration by an instrument signed by a majority of the then owners of the plots agreeing to change or terminate said covenants in whole or in part. No amendment shall be effective until the instrument of amendment is filed in the Office of the County Clerk of Montgomery County, Texas.

EXECUTED ON THIS 20th DAY OF December, 2004.

Print Name

Signature

Laura Marburger

Laura Marburger

Nancy B. Toland

Nancy B. Toland

John T. Crawford

John T. Crawford

Derald Hudson

Derald Hudson

Mark Endtlicht

Mark Endtlicht

Norma Flynn

Norma Flynn

Rick Tarkenton

Rick Tarkenton

Brooks Beeler

Brooks Beeler

Barbara Reppond

Barbara Reppond

Charles E. Moore

Charles E. Moore

Melanie Edleston

Melanie Edleston

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 20 day of December, 2004 by the above named individuals.

My commission expires: 06/24/06

Katherine Dean

Notary Public in and for the State of Texas

Katherine Dean

Print Name of Notary



Ret: Nancy Toland
20271 Havenshire Dr.
Montgomery, TX 77316

RECORDS MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2004 DEC 21 AM 10:31

Mark Simball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

DEC 21 2004



Mark Simball
County Clerk
Montgomery County, Texas