

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BELMONT PARK, SECTION 1

THIS DECLARATION, made on the date hereinafter set forth by HARRY W. REED, of Harris County, Texas, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of that certain tract of land containing 8.1793 acres, more or less, located in the John W. Black Survey, Abstract 134, Houston, Harris County, Texas, which has heretofore been platted into a Subdivision known as BELMONT PARK, Section One, according to the map of said Subdivision filed for record in Volume 192, Page 104 of the Map Records of Harris County, Texas, reference to which is here made for all purposes.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, covenants, and conditions, 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, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BELMONT PARK ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Plot 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall refer to those areas of land within the property as shown upon the recorded Subdivision map, together with all improvements situated thereon, except the individual Building Plots or Lots hereinbelow described, subject however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the recorded Subdivision map.

Section 5. "Building Plot" or "Lot" shall mean and refer to each of the individual tracts of land or re-subdivision of same, into which the property (including any added or annexed property), excepting the Common Area, has been divided for the construction of townhouses thereon for individual use and ownership, as shown on the recorded Subdivision map.

Section 6. "Declarant" shall mean, and refer to HARRY W. REED, his heirs, and assigns if such heirs or assigns should acquire more than one undeveloped Building Plot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to a shall pass with the title to every Building Plot, subject to the following provision

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(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) the right of the Association to make, publish, and enforce reasonable Rules and Regulations for the use of the Common Area and any recreational or other facilities situated thereon;

(c) the right of the Association to suspend the voting rights and right to use of the recreational or other facilities owned or operated by the Association by an owner for any period during which any assessment against his Building Plot remains unpaid; and for a period not to exceed 60 days for any infraction of its published Rules and Regulations;

(d) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Properties or any part thereof;

(e) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any recreational or other facilities located thereon;

(f) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(g) the right of the Association to contract for exclusive services such as water, sanitary sewage and trash collection to each Building Plot.

Section 2. Delegation 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. In the event a dwelling is on a Building Plot which is not designed for on-site parking of automobile(s) and parking is provided in the Common Area, then ownership of each Building Plot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Building Plot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) automobile parking spaces for each Building Plot.

The use of all other parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Declarant and every owner of a Building Plot 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 Building Plot which is subject to assessment.

Section 2. Voting Rights. 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 Building Plot owned. When more than one person holds an interest in any Building Plot, all such persons shall be members. The vote for such Building Plot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Plot.

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Building Plot owned. In determining the number of Building Plots owned by HARRY W. REED for voting purposes there shall also be counted the number of Building Plots owned by HARRY W. REED in any added or annexed property as provided for in this Declaration. 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 to the Class A members equals the total votes outstanding in the Class B members, or
- (b) on the tenth anniversary date of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot 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 interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a 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.

Section 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; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Building Plots, including but not limited to the care and maintenance of any club house and other recreational facilities which may hereafter be constructed for the common use, benefit and enjoyment of the owners and/or occupants of the building plots which form a part of the Properties; provided, however, that this shall not be construed as creating any obligation on the part of Declarant, his heirs or assigns, to construct such club house and other recreational facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND NO/100 (\$360.00) DOLLARS for each Building Plot, which shall be due and payable as provided hereinafter.

(a) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased each year not more than 5% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased above 5% by the vote of written assent of 51% of each class of members.

(c) The Board of Directors shall ... assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 vote or written assent of a majority of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Building Plots. Annual assessments shall be made for each Building Plot at the rate of the full Annual Assessment as follows:

- (a) Building Plots owned by HARRY W. REED . . . . . none
- (b) Building Plots owned by a Declarant other than HARRY W. REED for a period of 12 months from date of conveyance of Building Plots from HARRY W. REED to such other Declarant. . . . . none
- (c) Building Plots with a completed residence sold to individual homebuyers . . . . . 100%

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Building Plots on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. 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 Building Plot at least thirty (30) days in advance of each annual assessment period. 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 Building Plot one-twelfth (1/12) of the annual assessment for such Building Plot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Building Plot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent 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. Each such Owner, by his acceptance of a deed to a Building Plot, 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 by all methods available for the enforcement of such liens, including judicial 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 in this section shall be in favor of the Association and shall be for the benefit of all other Building Plot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Building Plot shall not affect the assessment lien. However, the sale or transfer of any Building Plot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Plot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, 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 obtaining his own personal insurance on the building and contents of his own residence, garage, 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.

However, in the event that an Owner, after written request of the Board of Directors, does not supply proof of adequate coverage to the Board of Directors' complete satisfaction, the Board of Directors, or its duly authorized agent, shall have the authority to and shall at its discretion obtain insurance for such Owner's townhouse against 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 hazard. All such insurance coverage shall be written in the name of the Association as Trustee for the townhouse owner. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owner and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's building plot and townhouse and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, 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 proviso 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. The Board of Directors, shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to

provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. 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 owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhouses. In the event of damage or destruction by fire or other casualty to any townhouse, garage, carport, storage area or other property covered by insurance written in the name 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 the garage, carport, storage area and exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, garage, carport 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 and garage, carport and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosure as above provided.

(d) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein, except on the individual townhouses, shall be a common expense of all Owners and be a part of the maintenance assessment.

Section 12. Taxes. Each Owner shall directly render for taxation his own Building Plot and improvements and property thereon, and shall at his own cost and expense directly pay all taxes, levied or assessed against or upon his Building Plot and improvements and property thereon. The Association shall render for taxation and as part of the common expenses of all Owners shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property appertaining thereto.

#### 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, color 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 of the Association, or by an architectural 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

MAINTENANCE AND REPAIRS

Section 1. The Owner. The Owner shall maintain and keep in good repair his Building Plot and the improvements thereon as follows:

*Amended*

(a) On the Owner's Building Plot exterior to any building thereon, but within the boundaries of the Building Plot including but not limited to the following: the roof(s), exterior walls, foundations, windows, doors, walks, drives, patio(s), fences, glass surfaces, hardware, gutters, downspouts, electrical, telephone, natural gas and plumbing facilities, heating and cooling equipment, trees, landscaping, shrubs, grass and all other improvements on and in the Building Plot.

(b) In the Common Area, all water, sanitary sewer, telephone, natural gas, and electrical service systems from the point of Owner's connection to the service supplier's system to and throughout the Building Plot and its improvements; all walks and driveways for the exclusive use of Owner's Building Plot between the Building Plot and the Common Area drives and walks.

(c) The Owner shall not perform any act or work that may impair the structural soundness of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist on his Building Plot which will adversely affect the other residences or their Owners.

*Amended*

Section 2. The Association. The Association is responsible for the maintenance and repairs to the Common Areas as provided for within this document, but it is not responsible for any of the Owner's responsibilities as provided in Section 1 hereof. However, the Association shall and does have rights in connection with the Owner's responsibilities and acts related thereto as follows:

(a) In the event the Owner does not perform his responsibilities for maintenance as provided in Section 1 hereof or as may be set forth in the Rules and Regulations of the Association adopted from time to time, the Association, upon approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Building Plot and to repair, maintain, and restore the Building Plot and its improvements. The cost of such work shall be added to and become a part of the assessment to which such Building Plot is subject.

(b) In the event the need for maintenance or repair of any Common Area which ordinarily would be the responsibility of the Association is caused through the willful or negligent act of the Owner, his family, guests, invitees, employees, or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the Building Plot of such Owner is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the houses upon the Properties and placed on the dividing line between the Building Plots 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 willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely or partly on one townhouse Building Plot instead of on the dividing line between townhouse building plots, due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining townhouse building plots for the maintenance, repair and reconstruction of party walls.



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 proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, 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 proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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.

Section 6. 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 choose 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.

#### ARTICLE VIII

##### RE-SUBDIVIDING OF BUILDING PLOTS

Any Building Plot or part hereof may be re-subdivided or consolidated with an adjoining Building Plot or Building Plots or part or parts thereof to constitute a single building plot on which a residence may be constructed, provided that the same shall be approved by the Architectural Control Committee and shall comply with the minimum size requirements established by the City of Houston.

#### ARTICLE IX

##### USE RESTRICTIONS

The Building Plots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Building Plot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants of not less than 1200 square feet of floor area, measure through the exterior walls of the building. No Building Plot shall be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence. This restriction shall not prevent the inclusion of living quarters for bonafide domestic servants in connection with the residence.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Building Plot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair



work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the Owners of Building Plots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed Forty-Eight (48) hours, family, guests and invitees of Owners of Building Plots may park their vehicles in the guest parking areas. Guest parking areas are not intended for use by the Owners of Building Plots for parking or storing boats, trailers, camping units, or any personal vehicles and the Architectural Control Committee may insure the proper use of said areas in such legal manner as it deems necessary.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out buildings shall be used on any Building Plot at any time as a residence either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Building Plot. During the construction and sales period of the initial dwelling units the builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, a business office, storage areas, construction yards, signs, model units and sales offices.

Section 6. Signs. No sign of any kind shall be displayed to public view on any Building Plot or Building except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent. During the construction and initial sales period of the dwelling units the builder may use other signs and displays to advertise the merits of the property for sale or rent.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Building Plot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Building Plot.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Building Plot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Building Plot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 10. Sewage and Water. No sewage treatment system nor water well shall be permitted on any Building Plot.

Section 11. Use of Common Area. Except in enclosed areas on a Building Plot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the exterior property lines of each Building Plot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto, and is necessary for the protection of said Owners. Maintenance, upkeep and repairs of any Building Plot shall be sole responsibility of the individual owner and not in any manner the responsibility of the Association, except as provided in Article VI. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and the exteriors and roofs of the residences, including but not limited to, parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 12. Outside Antennas. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located on the Properties, nor upon any structure situated upon the Properties other than as provided for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 13. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 14. Annoyance. No activity shall be carried on upon any Building Plot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

## ARTICLE X

### EASEMENTS

Section 1. Construction. Each Building Plot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two (2) or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association. There is hereby created a blanket and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installations, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electric and a master television antenna system, if any such system is installed. By virtue of this easement, it shall be expressly permissible for the providing electrical and telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Building Plot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in the paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

### Section 3. Underground Utility Services.

(a) Underground Electric Service. An underground electric distribution system will be installed to service each of the Building Plots. The Owner of each Building Plot, at his own cost, shall 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 Building Plot. 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 Building Plot shall, at his own cost, furnish, install, own and maintain a water 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 Building Plot. For so long as underground service is maintained, the electric service to each Building Plot shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

(b) Telephone Service. Telephone service shall be available for each Building Plot and the Common Area. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit.

(c) Water Service. Water service shall be provided for each Building Plot by way of a water distribution system owned by the Association.

(d) Sanitary Sewer Service. Sanitary sewer service shall be provided for each Building Plot by means of a sanitary sewer collection system owned by the Association.

(e) Utility Bills. Each Building Plot Owner shall directly pay at his own cost and expense for all gas, electricity and other utilities used or consumed by him. The cost of domestic water and sanitary sewer service provided to each Building Plot shall be paid for out of the funds collected by the Association.

(f) Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided the Declarant makes prior arrangements with the utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility Company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Changes and Additions to Easements. The Declarant reserves the right to make minor changes and additions to the above easements, as to any Building Plots owned by it, for the purpose of efficiently and economically installing and operating above mentioned utilities.

## ARTICLE XI

### 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. Duration. The rights, use easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions 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 (90) per cent of the Building Plot Owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the Building Plot Owners. Any amendment must be recorded in the Deed Records of Harris County, Texas.

Section 4. Amendments by Declarant. The Declarant reserves and shall have the right at any time and from time to time, without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendments shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any home owner or his mortgagee.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties.

(a) With the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area conveyed and described in Deed recorded under County Clerk's File No. D-479228 in the Official Public Records of Real Property in the office of the County Clerk of Harris County, Texas, may be annexed by the Declarant without the consent of other Owners within ten (10) years of the date of recording of this instrument.

(c) The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an instrument which may be called "ARTICLES OF ANNEXATION" which shall at least set out and provide in substance: the name of the owner of the property being added or annexed who shall be called the "Declarant"; the perimeter description of the property being added or annexed which for descriptive purposes may be designated as the second or third, etc., as the case may be, section of BELMONT PARK; the description of the Lots and of the Common Area of the property being added or annexed and the rights and easements of the Owners in and to the Common Area; that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; that the "Common Area" of the property being added or annexed will be conveyed to the Association, subject to the rights of the Owners therein, prior to the sale of the first Building Plot in the added or annexed property; and, such Articles of Annexation may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of development of BELMONT PARK as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant is under any obligation to add or annex additional property to this residential development.

(d) At such time as the "Articles of Annexation" are filed for record and the Common Area of the annexed property has been conveyed to the Association, as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the initial development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common Maintenance Fund for the Properties.

**Section 6. Rights of Mortgages, Trustees or Lienholders.** No violations of any of these restrictions, covenants or conditions, shall effect or impair the rights of any Mortgagee, Trustee, or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

**Section 7. Dedications.** The aforesaid recorded plat of BELMONT PARK, Section One, dedicates for use as such, subject to the limitations set forth therein, certain streets shown thereon, and such plat, establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded plat above referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said 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.

**Section 8. Joinder of Lienholder.** The undersigned Lienholder joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the establishment of the foregoing restrictions on the land described herein.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 17th day of October, A. D., 1972.

*[Signature]*  
HARRY W. REED  
"DECLARANT"

ATTEST:  
*[Signature]*  
Cashier

MAIN BANK OF HOUSTON  
BY: *[Signature]* President  
"LIENHOLDER"

RECORDED  
INDEXED  
OCT 20 PM 1 52  
LAND COUNTY TEXAS

RECORDER'S MEMORANDUM:  
The address on this instrument was correct at the time instrument was filed and recorded.

THE STATE OF TEXAS    I  
COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared HARRY W. REED, 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.

GIVEN UNDER MY MAND AND SEAL OF OFFICE this 17th day of October, 1972.

*[Notary Seal]*

*[Signature]*  
Notary Public in and for Harris County,  
TEXAS

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

152-23-1053

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John G. Willy, 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 MAIN BANK OF HOUSTON, 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 18<sup>th</sup> day of October,  
A. D., 1972.



Barbara Vitelli  
Notary Public in and for Harris County,  
T E X A S .

RESTRICTIONS RETURN TO INFORMATION

MAR-30-73 42853 D 839435 - A M 450

D839435

*Handwritten initials*

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
BELMONT PARK, SECTION 1

155-29-0044

*Handwritten initials*

STATE OF TEXAS X  
COUNTY OF HARRIS Y

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HARRY W. REED imposed that certain Declaration of Covenants, Conditions and Restrictions upon all Building Plots and Common Areas in Belmont Park, Section 1, by instrument recorded under County Clerk's File No. D-719383 in the Official Public Records of Real Property in the office of the County Clerk of Harris County, Texas, reference to which is here made for all purposes, and

*Handwritten initials*

WHEREAS, HARRY W. REED is the owner of all Building Plots, and BELMONT PARK ASSOCIATION, a Texas corporation, is the owner of the Common Areas, located within Belmont Park, Section 1, a Subdivision in Harris County, Texas, according to the replat thereof recorded in Volume 203, Page 111 of the Map Records of Harris County, Texas, and

WHEREAS, it now appears that certain amendments should be made to said Restrictive Covenants to insure a more uniform and proper use of Belmont Park, Section 1, and

WHEREAS, it is the desire of Harry W. Reed and Belmont Park Association that the hereinafter described amendments be carried out and effected;

THEREFORE, HARRY W. REED and BELMONT PARK ASSOCIATION, a Texas corporation, acting herein by and through its duly authorized officers, do hereby amend the instrument recorded under County Clerk's File No. D-719383 in the Official Public Records of Real Property in the office of the County Clerk of Harris County, Texas, in the following particulars:

1.

ARTICLE VI, MAINTENANCE AND REPAIRS, beginning at the top of Page 7 of the said Restrictive Covenants, is hereby amended by deletion and substitution of words therein so that from and after the date of this instrument such ARTICLE VI shall read as follows:



ARTICLE VI  
EXTERIOR MAINTENANCE

Section 1. The Association. In addition to maintenance upon the



Common Area, the Association shall provide exterior maintenance upon each Building Plot which is subject to assessment hereunder as follows: paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for roofs, gutters and downspouts, (if any), exterior building surfaces, fences, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include: glass surfaces, enclosed patio areas (if any), window and door fixtures and hardware, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines.

In the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Building Plot is subject.

Section 2. The Owner. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the Building Plot but not maintained by the gas and/or telephone companies.

An Owner shall do no act nor any work that will impair the structural soundness integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

In the event an Owner is responsible for certain exterior maintenance as provided herein or as set forth in the Rules and Regulations of the Association and such Owner shall fail to maintain the

155-29-0046

premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Building Plot and to repair, maintain, and restore said Building Plot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Building Plot is subject.

\*\*\*\*\*

ENCEFORTH, the said Restrictive Covenants recorded under County Clerk's File No. D-719383 in the Official Public Records of Real Property in the office of the County Clerk of Harris County, Texas, shall be construed as though the said amended ARTICLE VI had been written therein.

It is agreed by all parties to the execution hereof that the original Declaration of Covenants, Conditions and Restrictions, Belmont Park, Section 1, except as herein specifically amended, shall remain effective and unchanged.

HARRY W. REED and BELMONT PARK ASSOCIATION, and the below named lienholder, join in the execution of this instrument for the purpose of evidencing their consent and agreement to the amendments herein made, and for the further purpose of ratifying and adopting the aforesaid original Declaration of Covenants, Conditions and Restrictions, applicable to Belmont Park, Section 1, as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 30<sup>th</sup> day of MARCH, A. D., 1973.

ATTEST  
[Signature]  
Secretary  
ATTEST  
[Signature]  
Cashier

OWNERS:  
[Signature]  
HARRY W. REED  
BELMONT PARK ASSOCIATION  
BY: [Signature]  
President

LIENHOLDER:  
MAIN BANK OF HOUSTON  
BY: [Signature]  
President

(3)  
10  
10  
10

RECORDERS MEMORANDUM:  
The additions on this instrument were prepared at the time instrument was filed and recorded.

FILED  
[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to:  
Ray H. Gray & Associates, Inc.

1973 MAR 30 PM 3 42

159-29-0047

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared HARRY W. REED, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of MARCH.

A. D., 1973



*[Signature]*  
Notary Public in and for Harris County,  
TEXAS.

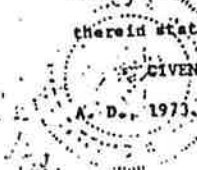
THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HARRY W. REED, President, 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 PELMONT PARK ASSOCIATION, 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 30 day of MARCH.

A. D., 1973



*[Signature]*  
Notary Public in and for Harris County,  
TEXAS.

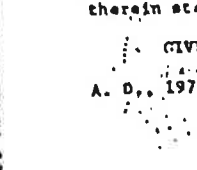
THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MR. John G. Willy, Vice, President, 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 MAIN BANK OF HOUSTON, 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 30th day of March.

A. D., 1973



*[Signature]*  
Notary Public in and for Harris County,  
TEXAS.