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DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
WOOD GLEN, SECTION 3

173-85-2457

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by
Cliffside Building Company, hereinafter referred to as "DECLARANT",

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in Harris
County, Texas, known as Wood Glen, Section 3, being a subdivision
of 45.116 acres of land in the Eli Noland Survey, Abstract 600,
plat of which subdivision has been recorded Volume 296, Page
76, Harris County Map Records; and

WHEREAS, it is the desire of said Declarant to establish a
uniform plan for the development, improvement and sale of said
property, and to insure the preservation of such uniform plan for
the benefit of both the present and future owners of lots in said
subdivision,

NOW, THEREFORE, the above mentioned Declarant being owner
above described property, do hereby adopt, establish and impose
the following Covenants, Conditions, Reservations and Restrictions
upon said property, which shall constitute covenants running with
the title of the land, and shall inure to the benefit of Declarant,
their successors and assigns, and to each and every purchaser of
lots or lands in the above described property, and their assigns,
and any one of said beneficiaries shall have the right to enforce
the terms and provisions hereof, whatever legal method is deemed
advisable.

ARTICLE I.

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one
or more persons or entities, of a fee simple title to any Lot which
is a part of The Properties, including contract sellers, but ex-
cluding those having such interest merely as a security for the
performance of an obligation.

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2. "Properties" shall mean and refer to Wood Glen, Section 3, being the real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the terms and provisions hereof.
3. "Lot" shall specifically refer to a residential building site, which may consist of a lot of land shown in the recorded subdivision plat, or may consist of parts of two or more adjoining lots facing the same street in the same block designated as one home site, providing the building site otherwise meets the requirements of the restrictive covenants. In the event any additional lands are added to or annexed to "Properties" hereinabove described, the term "Lot" shall not include, but shall expressly exclude, any unrestricted reserves as shown on plat of any such additional lands, any such unrestricted reserves being expressly excepted from the effect of these restrictive covenants, if any.
4. "Owner/Builder" shall mean and refer to any person, firm or entity other than Declarant which shall acquire title to one or more Lots for the purpose of erecting thereon residential improvements, and offering same for sale, or shall acquire title to any Lot or Lots for the purpose of reselling same to other Owner/Builders.

ARTICLE II.

RESTRICTIONS

1. Land Use and Building Type. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than one car. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building

of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of William S. O'Donnell, Kenneth R. O'Donnell and Gerald E. O'Donnell, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. In the event of death or resignation of any member of said committee, the remaining member or members of said committee shall have the full authority to approve or disapprove such location and design or to designate a representative with like authority. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for the community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations, has been commenced within ninety (90) days after completion of such building or alteration, approval will not be required and this article will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall have, or be entitled to, any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative, shall cease on January 1, 1989. Thereafter the approval described in the above covenant shall not be required, unless prior to and effective there-

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on, a written instrument shall be executed and duly recorded by the then record owners of a majority of the lots in this subdivision appointing a representative who shall thereafter exercise the same powers previously exercised by the said committee.

3. Dwelling Size. The Ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 800 square feet for a one-story dwelling. Any residential structure in excess of one-story must contain not less than 1,200 square feet, exclusive of open porches and garages.

4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a ^{/detached} garage or other permitted accessory building located sixty-five (65) feet or more from the front line may be located within three (3) feet of any interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot. No fence, wall, hedge, pergola, or any other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of each lot without the written consent of the Architectural Control Committee.

5. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having an area of less than 5000 square feet; provided, however, that any whole lot, according to the recorded plat of this subdivision, shall be considered to have the requisite frontage and area, regardless of its size and dimensions and provided that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision does not reduce the

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building site below the minimum lot area aforesaid of any and all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

6. Easements. Easement for the installation and maintenance of utilities, drainage facilities, roads and streets heretofore granted are reserved as shown on the recorded plat. No utility company, water district, or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damages done by them or their assigns, agents employees, or servants, to shrubbery, trees, or flowers or other property of the owner situated on the land covered by said easements. Installation of any utility line (such as, but not limited to, water lines, sanitary sewer lines, gas lines, and electric distribution lines) shall not be construed as a dedication thereof to the public use nor as a relinquishment of title thereto by the person, firm or corporation installing same.

7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

8. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out-building shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle shall be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten (10) square feet advertising the property for sale or rent or signs used by a builder

to advertise the property during the construction and sales period. The right is reserved by Declarant and/or any builder who purchases lots from Declarant or their successors and assigns to construct and maintain such signs, billboards, or advertising devices as in customary in connection with the general sale of property in this subdivision.

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10. Oil and Mining Operations. No oil drilling or development operations, storage, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure or pit designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. Storage and Disposal of Garbage and Refuse. No lot 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. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No building shall be placed, nor shall any material or refuse be stored, on any lot within twenty (20) feet of any part or edge of any open drainage or water course, except that clean fill may be placed nearer than twenty (20) feet, provided the natural water course is not altered or blocked by such fill. Provided, further, that no lot shall be used for open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall be either be removed from the lot or stored in a suitable enclosure on the lot. No individual septic tanks or individual water wells shall be installed, or permitted to remain, on any lot in this subdivision.

12. Animals. No animals, livestock or poultry of any kind shall be raised, kept or maintained upon any lot in this subdivision,

except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

13. Underground Electric. An underground electric distribution system will be installed in that part of Wood Glen, Section 3, designated Underground Residential Subdivision, which underground service area shall embrace all residential lots in Wood Glen, Section 3. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence construed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

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ARTICLE III.

GENERAL PROVISIONS

1. Duration. These covenants, and all terms, conditions and provisions hereof, shall run with the land and shall be binding upon all of the parties and all persons claiming by, through or

under them from the date of the filing of this instrument until January 1, 2017, A. D., after which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part, effective January 1, 2017, A. D. Only owners of Lots in Wood Glen, Section 3, shall be entitled to participate in the vote of decision as to whether or not to extend or modify Restrictions and Covenants applicable to said subdivision, and likewise, in the event additional sections should hereafter be annexed or added hereto in accordance with the terms and provisions hereof, only the owners in each separately platted subdivision shall be entitled to vote and participate in determination as to whether or not there should be a modification of the covenants applicable to Lots in said subdivision.

2. Enforcement. The terms and provisions hereof may be enforceable by individual owners and shall be binding upon each owner of any Lot or Lots affected hereby, and each owner of a Lot so affected shall have the right to enforce the terms and provisions hereof by action either in law or in equity against any person violating or attempting to violate same.

3. Severability. Invalidation of any provision hereof by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. Approval Required by FHA/VA. The following actions will require prior approval of Federal Housing Administration and/or the Veterans Administration:

- (a) Annexation of additional properties;
- (b) Dedication of any common area;
- (c) Amendment of this declaration;

IN WITNESS WHEREOF, the undersigned do execute and acknowledge the above and foregoing Covenants, Conditions and Restrictions on this the 24th day of NOVEMBER, A.D., 1980.

ATTEST:

CLIFFSIDE BUILDING COMPANY

David J. Donnell
Secretary

By: *William S. O'Donnell*
Vice President

THE STATE OF TEXAS S
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. O'DONNELL, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of CLIFFSIDE BUILDING COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of NOVEMBER, A. D. 1980.

John A. Frazier
Notary Public in and for Harris
County, Texas

Notary Public in and for Harris
County, Texas
Bonded to, the undersigned, Lawyers Surety Corp.

RETURN TO:
SUBURBAN HOMES REALTY
730 Little York Rd
Houston Texas 77076

FILED
DEC 8 2 18 PM 1980
Quita Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

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

DEC 8 1980



Quita Redman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

173-85-2465

Notice
R608536

505-61-20611

**NOTICE OF FORMATION OF A PETITION COMMITTEE FOR
ADDITIONS TO AND MODIFICATION OF THE DEED RESTRICTIONS OF
WOOD GLEN, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS**

10/03/95 100080268 R 608536 \$23.00

NOTICE IS HEREBY GIVEN that a Committee has been formed for the addition to and modification of the Restrictions, Covenants and conditions (hereinafter referred to as Restrictions) covering the use, development, improvement and maintenance of lots in Wood Glen, Section 3, a subdivision in Harris, County, Texas.

The committee members are:

Harold Jacobs
9734 Caballero Drive
Houston, Texas 77078

Danessa Bolling
9406 Sterlingshire
Houston, Texas 77078

Willie Mae Grayer
9410 Bianca Court
Houston, Texas 77078

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The Restrictions apply to WOOD GLEN, SECTION 3, Harris County, Texas. The Plat of Wood Glen, Section 3, is recorded in Volume 296, at Page 76 of the Map Records of Harris County, Texas. The Restrictions for Wood Glen, Section 3, are recorded under the County Clerk's File No. G786258 in the Real Property Records of Harris County, Texas.

The Petition will include additions to and modifications of the existing Restrictions for the sole purpose of creating and operating a property owners' association with mandatory membership, mandatory regular or special assessments and equivalent voting rights for each of the owners in the subdivision pursuant to Section 204.006 of the Texas Property Code. A copy of the proposed instrument creating the additions and modifications is attached as Attachment I and incorporated into this notice for all purposes by reference.

EXECUTED this 26th day of SEPTEMBER, 1995.

Harold Jacobs
Harold Jacobs

Danessa Bolling
Danessa Bolling

Willie Mae Grayer
Willie Mae Grayer

Hold for
Eikenburg & Stiles

505-61-2062

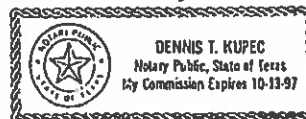
THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this 26th day of SEPTEMBER, 1995, by HAROLD JACOBS.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



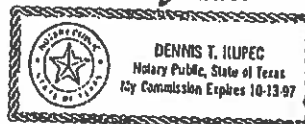
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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this 30th day of SEPTEMBER, 1995, by DANESSA BOLLING


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



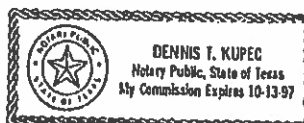
THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this 30th day of SEPTEMBER, 1995, by WILLIE MAE GRAYER


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



505-61-2063

ATTACHMENT I

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
RESERVATIONS AND RESTRICTIONS
WOOD GLEN, SECTION 3**

This First Amendment to the Declaration of Covenants, Conditions, Reservations and Restrictions for Wood Glen, Section 3, a subdivision in Harris County, Texas is adopted pursuant to a Petition dated filed with the County Clerk of Harris County, Texas, under Clerks File Number _____, in the Real Property Records of Harris County, Texas, on _____, 1995, under the provisions of Section 204.006 of the Texas Property Code.

The signatures of the owners of property in Wood Glen, Section 3, approving the Petition to amend the Declaration of Covenants, Conditions, Reservations and Restrictions for Wood Glen, Section 3, as set forth on the signature pages of the Petition approving this Amendment constitute more than sixty percent (60%) of the real property in Wood Glen, Section 3. The Petition to amend the Declaration of Covenants, Conditions, Reservations and Restrictions for Wood Glen, Section 3, is approved by the required percentage of owners within one year of the creation of the petition committee.

The Declaration of Covenants, Conditions, Reservations and Restrictions for Wood Glen, Section 3, is amended by adding to the existing document Articles IV, V, and VI, which read as follows:

**ARTICLE IV
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, as defined in this Section, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner (i) for any period during which any assessment against his Lot remains unpaid, and (ii) for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

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- (c) The right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon; and
- (d) 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 provisions of this Declaration. The Common Area cannot be mortgaged or conveyed without the approval of at least two-thirds (2/3) of each class of members.

The "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be conveyed to the Association free of all encumbrances is described as follows:

Lots Twelve (12) and Fifteen (15), Block Seven (7), Wood Glen, Section 3, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 296, at Page 76 of the Map Records of Harris County, Texas.

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.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of Houston Habitat for Humanity, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot;

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1999.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, 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 or charge is made, which lien shall be enforceable as herein provided. 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 and property in the Properties, for the improvement and maintenance of the Common Area, and for the improvement and maintenance of the medians, esplanades in the streets in the subdivision and the detention ponds servicing the subdivision.

Section 3. Maximum Annual Assessment. The first annual assessment shall be due and payable on January 1, 1996, based on an annual budget adopted by the Board of Directors of the Association; provided however, the maximum assessment for the year 1996 shall not exceed Twenty and no/100 Dollars (\$20.00) per Lot.

- (a) From and after January 1, 1996, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership.
- (b) The Board of Directors may fix the annual assessment, as of January 1 of each year immediately following the year in which the first Lot is conveyed to an Owner, at an amount not in excess of the maximum assessment, as provided in Paragraph (a) of this Section 3.

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

Section 5. Notice and Quorum for Any Action Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate as follows:

- (1) Owners as defined herein, except Houston Habitat for Humanity, shall pay one hundred percent (100%) for both annual and special assessments;
- (2) Each Lot owned by an entity which is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code shall be exempt from assessment.

Section 7. Date of Commencements of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1996. Thereafter, annual assessments shall be fixed as of January 1 for each succeeding calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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. 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 specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment 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 eighteen percent (18%) per annum or the maximum non-usurious interest rate as then may be permitted under the applicable law in the State of Texas. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot, and interest, costs of collection, and reasonable attorney's fees for any such action shall be added to the amount of such assessment.

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Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

THIS INSTRUMENT IS EXECUTED effective the _____ day of _____, 1995, in multiple counterparts, each of which is an original, and the signature pages from all counterparts may be assembled to form one document for the purposes of recording this instrument in the Real Property Records of Harris County, Texas.

HOUSTON HABITAT FOR HUMANITY

By: _____
Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

Lot _____ Block _____

Name: _____

THE STATE OF TEXAS

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COUNTY OF HARRIS

505-67-2068 1

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 1995, by _____ of HOUSTON HABITAT FOR HUMANITY on behalf of said corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 1995, by _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 1995, by _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 1995, by _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

505-61-2069

ANY PROVISION HEREIN WHICH PURPORTS TO AFFECT THE SALE, RECORD, OR USE OF THE DEBEARER HERE-
PROPERTY ACQUIRED BY THE STATE OF TEXAS IS HEREBY DECLARED UNLAWFUL AND UNENFORCEABLE UNDER THE
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Number
Sequence on the date and at the time stamped herein by me; and was
FILED, in the Office Public Records of Real Property of
Harris County, Texas on

OCT 3 1995



Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY TEXAS

Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS
FILED
55 OCT -3 PM 4:22

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505-6T-2070 1

CERTIFICATE OF LEGALITY AND AUTHENTICITY
FOR MICROFILM RECORDS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
HARRIS COUNTY, TEXAS

505-67-207.11

FILM TITLE PAGE
FOR
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
HARRIS COUNTY, TEXAS