



ARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Amhurst Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereinafter be brought within jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties (with the exception of property designated hereon as "Reserves" or "Common Area", if any) and/or building sites resulting from re-subdivision or composition of platted Lots pursuant hereto.

Section 5. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to not only Amhurst Venture but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the lots in the undeveloped state, but shall include any purchaser of one or more developed Lots. For the purpose of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II.  
USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height. No room(s) in the dwelling shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Wayne McLane, Richard Carlson, Terry Wick Stuckey and Steven M. Gilmore. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Venture may from time to time, without liability for so doing, remove and replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Venture, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will

not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Venture hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Amhurst community Association, Inc., when one hundred (100%) percent of all Lots in Amhurst, Section Two (2), and all subsequent sections of Amhurst are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than Eight Hundred (800) square feet for one-story dwellings. The total living area for a multi-story dwelling shall be not less than One Thousand (1,000) square feet.

Section 4. Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may consolidate or re-subdivide such Lots or portions into single-family residence building sites, with the privilege of placing or constructing improvements on such sites, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee and may be described by metes and bounds descriptions. Any such resulting re-subdivided or composite building site shall be deemed a "Lot" for all purposes hereunder.

Section 5. Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. For the purposes of this covenant,

eaves and steps shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. It shall be acceptable to allow placement of the residential structures upon the Lots using one of three acceptable methods, said methods hereinafter known and defined as:

(a) Standard Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than 5 feet from either side property line except that on all corner Lots no structure shall be erected nearer than 10 feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

(b) Zero Lot Line Option.

(1) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty (50%) percent of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side lot line. This side lot line shall be hereinafter referred to as the "Zero Lot Line". Provided, however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line but said open court or patio must be enclosed by a wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to an abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing clean outs, windows, doors or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. There shall be established a six (6) foot setback line minimum between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement upon the rear lot line.

(2) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option,

as evidenced by completion of a Lot on construction of any residence complying therewith, each such lot shall have a five (5) foot access easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall for the construction, repair and maintenance of improvements located upon the adjacent lot, where said improvements are located on the Zero Lot line of the adjacent lot. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by owner of the Zero Lot Line lot and the owner of the adjacent lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever;

(i) The Zero Lot Line lot owner must replace any fencing, landscape or other items on the adjacent lot that he may disturb during construction, repair or maintenance.

(ii) This easement, when used by the Zero Lot line owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.

(iii) The Zero Lot line lot owner must notify the owner of the adjacent lot of his intent to do any construction, repair or maintenance upon the Zero Lot line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

(IV) Both the Zero Lot line lot owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area. And neither owner shall use the access easement area in such a manner as will interfere with such drainage.

(V) Neither owner shall attach any object to the Zero Lot line wall, facing onto the access easement area and the owner of the adjacent lot will not use Zero Lot line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner,

except a fence by the owner of the adjacent lot which allows drainage, however, access to the access easement must be preserved for the owner of the Zero Lot Line lot.

(c) Side Yard Concept Option.

(1) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. Each residence dwelling shall be designed so as to provide that a minimum of fifty (50%) percent of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and five (5) feet from the side lot line. The five (5) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement". Provided, however, that an open court or patio may be built to this residence structure adjacent and abutting the aforementioned Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a wall having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, doors, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. Minimum ten (10) foot setback line is established between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear-lot Utility Easement.

(2) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the owner of the adjacent Lot, which terms shall be a covenant running with the land and binding on both of the above mentioned owners and all of the respective heirs and assigns forever;

(i) The Side Yard Land maintenance Easement may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots or the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's lot or the easement area from water running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.

(ii) The owner of the adjacent lot, except as otherwise provided in this Section , shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent lot lwner shall have the right of entry between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the side wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the Side Yard Land Maintenance Easement or the adjacent lot that he may disturb during maintenance or repair.

(v) Neither owner shall attach any object to the side of the wall abutting the land maintenance easement and the adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent



lot may construct a fence which allows drainage: however, access to the easement must be preserved for the owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the owner of the side Yard Wall lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the owner of the adjacent lot, his licensees or invitees.

(vii) The Declarant, its successors and/or assigns, reserves the right to distribute the side yard land maintenance easement, in the event of irregular shaped lots, such as cul-de-sacs, or street curve lots, in the manner, which in its opinion, is most equitable to the owners of both Lots. Both owners shall indemnify and hold harmless the Declarant, its successors and/or assigns against any and all claims, demands, actions and causes of actions of any nature arising out of the distribution by the Declarant, its successors and/or assigns, or general use of easement by the owner of either lot, their licensees or invitees.

Section 6. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become any annoyance or a nuisance to the neighborhood.

Section 7. Use of Temporary Structure. No structures of a temporary character, mobile home, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than six (6) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 8. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, recreational vehicles, inoperative automobiles, campers or trucks other than the common pick-up type shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line and in the case of corner lots between the dwelling unit and the side street. Storage of such items and vehicles must be screened from public view, either within a garage or behind a fence which encloses the rear of the Lot.

Section 9. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept.

Section 11. Walls, Fences, Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Venture, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 12. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets

within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Venture, or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon the receipt thereof.

Section 14. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 15. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot

except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Venture, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Venture, or its assigns, may maintain, as long as it owns property in Amhurst, Section Two (2), or upon such portion of the properties as it may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units, and signs and Venture may use, and permit such builders (who are at the relevant time building and selling houses in Amhurst, Section Two (2), and/or subsequent sections of Amhurst) to use residential structures, garages or other permitted accessory buildings for sales offices and display purposes but all rights of Venture and of any builder acting with Venture's permission under this sentence shall be operative and in effect only during the construction and sales period within the area composed of Amhurst, Section Two (2) and subsequent sections of Amhurst.

Section 16. Roofing Material. The roof of any residential dwelling (including garages, if any,) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control committee upon written request.

Section 17. Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house, or building. Television antennae may be attached to the house provided however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

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Section 19. Underground Electrical Service. An underground electric distribution system will be installed in that part of Amhurst, Section Two (2), designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Amhurst, Section Two (2). 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 such Lot shall, at his own cost, furnish, install own and maintain a meter loop ( in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such catagory of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a

different type is located unless (a) Developer has paid to the company an amount representing the excess cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

Section 20. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters, having Victorian elevations, shall be not less than twenty-five (25%) percent masonry, and all other elevations shall be not less than thirty-five (35%) percent masonry.

Section 21. Sidewalks. Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet back from the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner lots. Owners of corner lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line. Such sidewalks shall comply with all Federal, State and County regulations regarding construction and/or specifications, if any.

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HARRIS COUNTY, TEXAS

ARTICLE III  
AMHURST COMMUNITY ASSOCIATION, INC.

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 Venture, and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all 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. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

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

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas.
- (2) on January 1, 1990

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Venture, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Venture for the purpose of securing payment of said charge assigned to the Amhurst Community Association, Inc. without recourse on Venture in any manner for the payment of said charge and indebtedness.

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.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten (10%) percent above the maximum assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of ten (10%) percent of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of each class of members who are voting



in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment 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, if any, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under sections 3 and 4 shall be mailed (by U.S. first class mail) 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 (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in Amhurst, Section Two (2), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Amhurst, Section Two (2), owned by Venture are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Improved Lots in Amhurst, Section Two (2), which are not occupied by a resident and which are owned by Venture, a builder, or

a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in Amhurst, Section Two (2), on the first day of June, 1983. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. 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 mailed (by U.S. first class mail) to every owner subject thereto. The payment 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 and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgement has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty days after the due date shall bear interest from the due date until paid at the maximum rate per annum allowed by law. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area, if any, or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant

to mortgage foreclosure (whether by exercise of power of sale or otherwise) 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, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

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 anyone of these coveants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

(b) The right of the Association to suspend the voting rights and right to use of a recreational facility, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and Subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by

two thirds (2/3rds) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.

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

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Amhurst Community Association, Inc. his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those owners owning not less than ninety (90%) percent of the Lots within Amhurst, Section Two (2), and thereafter by an instrument signed by those Owners owning not less than seventy-five (75%) percent of the Lots within Amhurst, Section Two (2). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 6. Annexation. Additional residential property or Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of membership, however, upon submission and approval by the Federal Housing Administration or the Veterans Administration of a general plan of the entire development and approval of each stage of development, such additional stages of development may be annexed by the Amhurst Community Association, Inc. board of Directors without such approval by the membership.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of subsequent sections of Amhurst, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 9. Interpretation. If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 10. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

EXECUTED this the 9<sup>th</sup> day of May, 1983.

AMHURST VENTURE

BY: FIRST MORTGAGE COMPANY OF TEXAS, INC.

BY: *Richard G. Carlson*  
Vice President  
Richard G. Carlson

AND BY: STOCKBRIDGE DEVELOPMENT CORPORATION

BY: *Clark E. Goebel*  
Vice President  
Clark E. Goebel

THE STATE OF TEXAS       X  
                                  X  
COUNTY OF HARRIS       X

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Carlson, Vice President of FIRST MORTGAGE COMPANY OF TEXAS, INC., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated .

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the 9<sup>th</sup> day of May, 1983.

MARILYN P. JONES  
Notary Public, State of Texas  
My Commission Expires 7/3/85

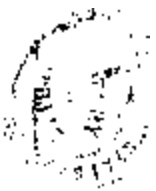
*Marilyn P. Jones*  
Notary Public in and for  
The State of Texas

046-81-0639

COMMONWEALTH OF MASSACHUSETTS X  
X  
COUNTY OF HAMPDEN X

BEFORE ME, the undersigned authority, on this day personally appeared Clark B. Goebel, Vice President of Stockbridge Development Corporation, a corporation, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY BAND AND SEAL OF OFFICE, this the 21st day of March, 1983.



*Thomas J. LaFountain*  
Notary Public in and for  
Hampden County, Massachusetts.  
Thomas J. LaFountain

MY COMMISSION EXPIRES  
JUNE 10, 1988

STATE OF TEXAS }  
COUNTY OF }

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



MAY 11 1983

Anita Redshander  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS