

143-17-0659

F857466

DECLARATION
FOR
DEERFIELD VILLAGE PATIO HOMES
SECTION ONE PH Section 1
(A Residential Subdivision)

File

STATE OF TEXAS I
COUNTY OF HARRIS I KNOW ALL MEN BY THESE PRESENTS: THAT

This Declaration (herein called the "Declaration")
made on this 28th day of May, 1976 by
Friendswood Development Company, a corporation of Harris
County, Texas, hereinafter called and referred to as "Declarant".

W I T N E S S E S T H:

WHEREAS, Declarant is the owner of that certain 9.9511
acres of land (the surface estate of which is hereinafter called
and referred to as the "property") situated in Section 17, A-908
of the W.C.R.R. Co. Block 2 Survey, Harris County, Texas, and

WHEREAS, Declarant has caused the property to be sub-
divided and platted as a subdivision known as DEERFIELD VILLAGE
PATIO HOMES, SECTION ONE, according to the map or plat thereof
recorded in Volume 235, Page 124 of the Map Records of Harris
County, Texas, reference to which map or plat and said record
thereof being here made for all purposes; and

WHEREAS, it is the intent of Declarant of this Declara-
tion to provide and adopt a general and uniform plan or scheme
of covenants, easements, restrictions and conditions designed
to govern and control the development, improvement, sale, use
and enjoyment of the property as a residential subdivision and
to enhance and protect the value, desirability and attractive-
ness of the subdivision for residential purposes;

NOW, THEREFORE, Declarant hereby declares that the
property (that is the surface estate only of the above-described
parcel of land) comprising the subdivision known as DEERFIELD
VILLAGE PATIO HOMES, SECTION ONE, shall be developed, improved,

held, used, sold and conveyed in accordance with and subject to the following plan of development, easements, restrictions, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said property and subdivision and shall run with the property and be binding on all parties now or at any time hereafter having or claiming any right, title or interest in the described property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner thereof or any part thereof, to-wit:

ARTICLE I

DEFINITIONS

Section 1. "The property" shall mean and refer to the surface estate only of that certain 9.9511 acre tract of land hereinabove described which has been subdivided and platted into and comprises the subdivision known as DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, according to the map or plat thereof recorded as stated above, unless the context in which it is used shall be in reference to other property, and the same does not include any minerals as in all sales and/or conveyances hereafter made the Declarant will except and reserve unto itself and its predecessors in title, as their interests may appear of record, all minerals as hereinafter more particularly stated and provided for.

Additional land in Section 17, A-908 of the W.C.R.R. Co. Block 2 Survey, Harris County, Texas, may be added or annexed by Friendswood, its successors or assigns to the properties subjected to this Declaration at any time or from time to time, within fifteen (15) years

from the date of this instrument; however, Friendswood shall not be obligated to add or annex such additional land.

Section 2. "Subdivision" shall mean and refer to DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, according to the above-mentioned record thereof, and the property encompassed by its boundaries, excepting and excluding all minerals.

Section 3. "Map" or "Plat" shall mean and refer to the map or plat of DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, recorded as above stated, unless the context in which either is used shall be in reference to a different map or plat.

Section 4. "Lot" shall mean and refer to each of the forty (40) parcels of land as shown on the map or plat of the subdivision, excepting and excluding all minerals.

Section 5. "Easement" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 6. "Homeowner" or "Owner" shall mean and refer to the legal owner, whether one or more persons or entities, of any Lot, including contract sellers and any person or entity holding legal title as Trustee, but excluding those having such interest merely as security for the performance of an obligation, and further excluding the Declarant; Mellon Bank, N.A.; Cullen Center Bank & Trust and builders except as hereinafter provided.

Section 7. "Association" shall mean and refer to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation.

Section 8. "Common Area" shall mean and refer to each of the seven (7) areas which are shown and designated on the map or plat of the subdivision as open common areas. The following twenty-eight foot (28') wide paved private streets are designated as common areas: Augusta Green, Afton Green, Ainsley Green, Brenham Green and Amberly Crescent. The Association shall hold title to the common area of this subdivision for the benefit of the Homeowners. The Declarant shall convey the common area to the Association, free and clear of liens, but subject to the use, rights and easements of the Homeowners and all other easements and covenants of record and easements and covenants affecting the common area as set out in this Declaration or on said subdivision plat prior to the time that any Lot is conveyed to a Homeowner.

Section 9. DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, "Community Services Fund" or Maintenance Fund shall mean the monies collected from the Community Services Charge established in the instrument dated April 30, 1976, and filed for record under File No. E764216, Film Code No. 141-02-0771 in the Official Public Records of Real Property of Harris County, Texas.

Section 10. Deerfield Village Community Services Fund or Maintenance Fund shall mean the monies collected from the Annexation instrument dated April 30, 1976, and filed for record under File No. E764215, Film Code No. 141-02-0766 in the Official Public Records of Real Property of Harris County, Texas.

Section 11. "Assessments" or "Maintenance Charge" shall mean the charges per lot set out in the instruments mentioned in Sections Nine (9) and Ten (10) above.

ARTICLE IITHE SUBDIVISION CONCEPT AND LAYOUT

The subdivision has been planned, as depicted by said plat thereof, so that it consists of five twenty-eight foot (28') wide private streets, forty lots upon which residence houses for individual use and ownership shall be constructed, and the common area of the subdivision which is for the common use and enjoyment of the homeowners for the purposes intended. Title to the common area shall be held by the Association for the convenience, use and benefit of the Homeowners.

ARTICLE IIICOMMON AREA

Section 1. Description. The common area of the subdivision, as aforesaid, includes and consists of all the property shown and designated on the map or plat as open common area or twenty-eight foot (28') wide paved private streets. Located in the common area are easements for privately owned utilities, easements for public utilities, easements for water lines, easements for sanitary sewers, storm sewers and drainage facilities, parking areas, recreational areas, lawns, garden or other green areas, and other open areas. All other property as the Association may at any time acquire by purchase or otherwise shall also be part of the common area. The Association shall hold legal title to the common area subject to the provisions of this Declaration, including the rights and easements of use and enjoyment for the benefit of the Homeowners and all other easements mentioned or provided for in this Declaration.

Section 2. Property Rights. Each and every Homeowner shall have and is hereby expressly granted a

perpetual and non-exclusive right and easement of use and enjoyment for the purposes intended in and to the common area which shall be appurtenant to and pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the common area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Homeowner. These rules and regulations may include provisions to govern and control the use of the common area by guests or invitees of the Homeowners, including without limitation, the number of guests or invitees who may use the common area or any part thereof at the same time;
- (b) the right of the Association to grant or dedicate easements in, on, under or above the common area or any part thereof to any public or governmental agency or authority or to any utility company for any service to the property or subdivision or any part thereof;
- (c) the right of the Association to dedicate as public streets the private streets in the subdivision now available for the general use of the public;
- (d) the right of the Association to suspend the voting rights of a Homeowner and his right to use any recreational area or recreational facility of the common area during the period

he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have in the Declaration or in its By-Laws or at law or in equity on account of any such default or infraction;

- (e) no Homeowner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the common area or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the common area in violation of the provisions of this section and to recover the cost of such removal from the Homeowner responsible.
- (f) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than six (6) years after conveyance of the common areas within

Deerfield Village Patio Home Section One to the Association; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the common areas or facilities thereon.

Section 3. Delegation of Use. Any Homeowner may delegate his right of use and enjoyment of the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. The term "Homeowner" as used in this Declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Homeowner, and all other persons, firms or corporations acquiring or succeeding to the title of the Homeowner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

Section 4. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common areas and the facilities thereon or by abandonment of his Lot.

ARTICLE IV

ARCHITECTURAL CONTROL

DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, is part of a greater community development commonly known as "DEERFIELD VILLAGE". The overall plan for the development of the various areas or sections which make up and are collectively commonly known as "DEERFIELD VILLAGE" contemplates centralization of architectural control to enhance,

insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of the individual developments within the greater area. For this purpose the Declarant hereby reserves and retains the right of architectural control to itself or its assignee hereinafter provided for.

It is accordingly covenanted and agreed that all original construction, development and changes in design and exterior color after original construction in Deerfield Village Patio Homes, Section One, shall be subject to the approval of the Declarant or its assignee, and that no building, structure or other improvements, including but not limited to residence houses, fences, exterior painting, and facilities of the common area, shall be commenced, done, and constructed or placed on any of the property within the subdivision, and no changes shall be made to any building or improvements hereafter constructed or placed thereon, unless and until the plans and specifications therefor (including site landscaping and grading plans and plans for offstreet parking of vehicles and utility layout) have been first submitted to and approved in writing by the Declarant or its assignee, as to compliance with these restrictions, the applicable Minimum Construction Standards adopted and promulgated from time to time by Declarant for this subdivision and as to quality of materials, harmony of exterior design and colors with existing structures, and location with respect to Lot lines and topography and finished ground elevation, such approval being only for such purposes and shall not indicate Declarant's approval for any other purpose. Any and all plans and specifications which have not been expressly disapproved within thirty (30) days after date of submission shall for all purposes be deemed to have been approved.

Declarant or its assignee, at its sole discretion, is hereby permitted to approve deviations in building setback lines and construction of privacy walls as hereinafter set out and building area and location in instances where, in their judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given, will become a part of these restrictions.

The Declarant hereby retains and reserves the right to assign its rights to approve or disapprove plans and specifications, locations of structures, construction contracts and all other necessary documents or approvals required to be submitted to it to an architectural control committee, appointed by the Directors of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., or their assigns as long as the Association is collecting and administering the annual services charge for Deerfield Village Patio Homes, Section One. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Declarant and placed of record in the appropriate private records of the County Clerk of Harris County, Texas.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed or reconstructed on any of the forty (40) lots of this subdivision other than single-family residence houses which shall not exceed two (2) stories in height. Each residence house shall have a garage on the Lot for at least two (2) cars. A bona fide servants' quarters, which is attached to the main structure shall not exceed the main dwelling in height or number of stories, is also permissible.

Section 2. Building Setback Lines and Privacy Walls.

No Building shall be located on any Lot nearer than five feet (5') to the front Lot line. Each residence house shall be designed and constructed in such a manner as to incorporate a privacy wall, extending but not limited to the length of the main structure, of masonry or wood without windows, doors or openings, the exterior surface of which shall be located adjacent and abutting one side Lot line.

Section 3. Materials. Materials shall be of good and sufficient quality and consistent with standards generally accepted by the residential construction industry for the construction of better homes in this area. Before commencement of construction, the exterior finish materials shall be approved in writing by Declarant or its assignee for compatibility with other residence houses constructed or to be constructed in the subdivision.

Section 4. Residential Use. Each Lot (including land and improvements) of this subdivision shall be used and occupied for single-family residence purposes only. No Homeowner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence for the Homeowner or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a residence, whether for profit or not, except Declarant, its successors or assigns, may use the Property for a model home site, and display and sales office during the construction and sales period for Deerfield Village.

Section 5. Minimum Square Footage. The living area of the main residential structure shall not be less than 1,400 square feet for a one-story dwelling nor less than 1,600 square feet for a two-story structure. No more than one dwelling shall be built on any one Lot or building site.

As provided in Article IV above, the Declarant or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where, in their judgment, such deviation will result in a more common beneficial use.

Section 6. Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn or any other structure or building, other than the residence house to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the residence houses, a builder may, upon obtaining permission of and on such conditions specified by the Declarant or its assignee, erect and maintain such temporary structures on any tract or lot as is customary in connection with the construction and sale of residence houses, including, without limitation, a temporary office building, storage area, signs and sales office.

Section 7. Private Driveways. At the time a residence house is constructed, the builder shall

also construct, at no cost or expense to the Association, a driveway to serve such residence house. The driveway shall extend from the dwelling to the private street. Such driveway shall be repaired and maintained at the sole cost and expense of the Owner of the residence house to which such driveway is appurtenant.

Section 8. Antennas. Outside TV-FM antennas shall be allowed; however, no antenna shall be erected as a free-standing structure. All antennas must be attached to the house and be erected so as to minimize their view from the street side of the house. (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 of the lots, houses or buildings constructed in this subdivision).

Section 9. Fences. All fences must be approved by the Declarant or its assignee prior to installation. Chain link fences are specifically prohibited. Any wall, fence or hedge erected as protective screening on a Lot by Declarant or builder shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 10. Particular Landscaping. At the time all residence houses are constructed, the developer or builder shall, at no cost or expense to the Association, landscape the common open areas within the subdivision. This landscaping shall conform to the overall landscape scheme for DEERFIELD VILLAGE

and upon completion of such landscaping, it shall thereafter be cared for and maintained as a common expense by the Association.

Section 11. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the common area nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Homeowners. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the common area.

Section 12. Signs. No sign, advertisement, billboard or advertising structure of any kind, except for village identification signs, shall be displayed to the public view on any portion of the properties or on any lot except one sign for each building site, which sign may have one maximum dimension of twenty-four (24) inches and a maximum area of 576 square inches, advertising the property for sale or rent, except signs used by Declarant, its successor or assigns, to advertise the property during the construction and sales period. Declarant or its assignee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept

on any Lot or on any portion of the common area, except that dogs, cats or other common household pets may be kept, but they shall not be bred or kept for commercial purposes.

Section 14. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot or from any portion of the common area is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. No trees shall be cut from any Lot or from any portion of the common area except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 15. Garbage and Refuse Disposal. All Lots and the common area shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the common area shall be used or maintained as a dumping ground for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, the right to negotiate contracts for garbage and refuse removal (which services shall be billed directly to each Homeowner separate from and in addition to the services charge and annual maintenance charge hereinafter provided for). No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 16. Parking Areas. Any portion of the common area that may be designated for parking of vehicles is for the temporary use of Homeowners and their guests, visitors and invitees. No boat, trailer, camper, recreational vehicles, motor home or mobile home shall be parked or stored on any such parking area or other portion of the common area.

Section 17. Use of Common Area. The common area is for the common use, benefit and enjoyment of the Homeowners, subject to the various utility easements affecting the same and to such reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the common area which is intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the common area which would increase the rates or result in the cancellation of any insurance relating to the common area or any part thereof. No Homeowner shall appropriate any part of the common area to his exclusive use, nor shall any Homeowner do anything which would violate the easements, rights and privileges of any Homeowner in regard to any portion of the common area which is intended for the common use and benefit of all Homeowners. Each Homeowner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the common area and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the common area are for the mutual and common benefit of all Homeowners and necessary for their protection.

Section 18. Storage. Garbage cans or containers, recreational equipment, boxes, cartons, tools, and like equipment may be stored in garages or other areas, provided that the same are screened from public view in a manner acceptable to the Association and the Declarant, or its assignee, in the exercise of its rights of Architectural Control.

Section 19. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No trailer, camper, boat, recreational vehicle or truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view whether within the garage or behind a solid fence.

Section 20. Swimming Pools. All swimming pools must have an enclosure fence, not less than four (4) feet in height but does not have to be in addition to fences installed at property perimeters if they completely enclose swimming pool, as hereinabove stated in Section Nine (9).

Section 21. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

ARTICLE VIEASEMENTS

Section 1. Public and Private Streets. All lots within the subdivision shall abut or have access to a public or private street. Public street right-of-way (Deerfield Village Dr.) is shown on the recorded plat of DEERFIELD VILLAGE PATIO HOMES, SECTION ONE. Private Streets adjoining the public street have been constructed within the subdivision and are depicted on the recorded plat of DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, as twenty-eight (28) foot wide paved private streets. A non-exclusive easement is hereby granted to each builder, Homeowner, their invitees and guests, and the general public for the use of said private streets as a means of ingress and egress to all Lots abutting thereto.

Section 2. Utilities, Etc. In addition to all easements mentioned or created in this Declaration, easements shall exist as follows:

(a) Utilities. Easements for installation and maintenance of utilities are reserved and dedicated as shown and provided for on the recorded plat of the subdivision and/or in this Declaration. The Association or Declarant shall have the right, power and authority to grant or dedicate other easements to utility firms as it may deem proper in, over, under or above the property or any part thereof.

(b) Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency

vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the common area, including but not limited to private streets, in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the common area to render any service.

Section 3. Surface Areas. The surface of easement areas for underground utility services may be paved for private streets and/or driveways and may be used for planting of shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Homeowner or to the Association for any damage done by them or either of them or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

Section 4. Wall Maintenance Easements. All Lots within the subdivision shall be conveyed subject to a three-foot (3') wide easement adjacent to one (1) side Lot line of each Lot, which easement shall be for the benefit of the adjacent Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be

granted or reserved by reference to this Section. The following rules prescribe the terms, conditions and uses of such easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement).

- (a) The owner of the dominant tenement (the lot which is benefited by the easement), except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing and rebuilding of the side privacy wall, fence or eave which are situated adjacent and abutting the easement area.
- (b) The owner of the land under the easement (the servient tenement), shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.
- (c) The owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.
- (d) The owner of the easement (the dominant tenement) shall not attach any object to the side of the privacy wall, fence or eave facing onto the easement area.

ARTICLE VIIUTILITIES

Section 1. Electric Service. An underground electric distribution system will be installed in DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, which underground service area shall embrace all Lots in the subdivision. The Owner of each Lot in the 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. 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 constructed on such Owner's Lot. For as long as underground service is maintained in the subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase 120/240 volt, three (3)-wire, sixty (60)-cycle alternating current.

Section 2. Water Service. Water service to the subdivision shall be provided by Harris County Municipal Utility District No. 136, by way of water mains to be owned, operated, maintained and repairs by the District, its successors or assigns and to the individual Lots by way of distribution lines to be owned, operated, maintained and repaired by the Homeowner between the point of connection to the water mains and the areas where the pipe is situated on each Lot.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot by means of sanitary sewer mains to be owned, operated, maintained and repaired by the Harris County Municipal Utility District No. 136, its successors or assigns. It shall be the responsibility of each Homeowner to own, maintain and repair the portion of the sanitary sewer line which is situated on his Lot from the point of connection with District owned mains.

Section 4. Natural Gas Service. Natural gas service shall be provided to each Lot by a natural gas company through gas lines to be owned, operated, maintained and repaired by such company. The Association shall have power and authority to grant such other easements in, under, upon and over the common area as the gas company may require to furnish gas service. The Association shall have no responsibility for maintenance of any gas lines.

Section 5. Telephone Service. Telephone service shall be available to each Lot by way of underground cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized

and empowered to grant such specific easements in, under, on or above the common area as the telephone company may require to furnish such service.

Section 6. Storm Sewers. Storm sewers in the common area for the drainage of surface waters shall be owned, operated, maintained and repaired by Harris County Municipal Utility District No. 136, its successors or assigns.

ARTICLE VIII

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of the Owners.

- (a) Each Homeowner shall have his separate electric, gas and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service and other utilities used or consumed by him on his Lot.
- (b) Each Homeowner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Homeowner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Homeowners which may be obtained by the Association as part of the common expense in connection with the common area.

Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all Homeowners, for all water, gas, electricity

and other utilities used in connection with the enjoyment and operation of the common area or any part thereof.

- (b) The Association shall render for taxation and, as part of the common expenses of all Homeowners, shall pay all taxes levied or assessed against or upon the common area and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Homeowners, a blanket property insurance policy or policies to insure the structures and facilities in the common area and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to 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 Homeowner (if coverage for Homeowners is available) from and against liability in connection with the common area.
- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of its maintenance fund as a common expense of all Homeowners and shall be a part of the maintenance assessment.

ARTICLE IXMAINTENANCE AND REPAIRS

Section 1. By the Homeowners. It shall be the duty, responsibility and obligation of each Homeowner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto, and also the private driveway appurtenant to his residence house.

The Association shall have no duty or obligation to any Homeowner in this regard.

Section 2. By the Association. The Association, as a common expense of all Homeowners, shall perpetually care for, maintain and keep in good repair the common area and all parts thereof, including but not limited to, the private streets, landscaped common area, parking areas in the private streets and improvements and facilities owned by the Association, except that it shall be the obligation of each Homeowner, and not the obligation of the Association, to pay for the cost of repair and maintenance of the private driveway which is appurtenant to his residence house on his Lot.

ARTICLE XGENERAL PROVISIONS

Section 1. Duration. The rights, use easements and privileges of the Homeowners and all other easements in or to the common area and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be covenants running with the land and shall be of perpetual duration, except that: The provisions

for Architectural Control set out in Article IV above and the Building and Use Restrictions set out in Article V, above (excepting Sections 2 and 17 of Article V which shall be of perpetual duration), shall run with the land and be in effect for a period extending until June 30, 2010 and extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach. Deed of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Homeowner at his own expense, or the Declarant at its own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Homeowner or the Declarant to take any action upon any breach or default of or in respect to any

of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any Homeowner or 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 or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Homeowner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuations, 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 herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, work, clause, sentence or provisions shall be supplied by inference.

Section 6. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no wise affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

Section 7. 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.

ARTICLE XI

RESERVATION OF MINERALS

There is hereby excepted from the land encompassed by the boundaries of this subdivision, DEERFIELD VILLAGE PATIO HOMES, SECTION ONE, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the locations for buildings and the common area, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives, and will waive in each such conveyance its right to use the surface of the land for development of oil, gas and other minerals, provided that Declarant hereby retains and reserves and to each conveyance will retain and reserve the right to pool the land with other lands, together with the right to drill under and through the subsurface of the land for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

Mellon Bank, N.A., Pittsburgh, Pennsylvania, as lienholder of land within Deerfield Village Patio Homes, Section One, has hereunto caused its name to be signed and the same to be done by the signatures of its duly authorized officer for the purpose of consenting to this instrument.

Cullen Center Bank & Trust, a state banking association located in Houston, Texas, as lienholder of land within Deerfield Village Patio Homes, Section One, has hereunto caused its name to be signed and the same to be done by the signatures of its duly authorized officer for the purpose of consenting to, ratifying, confirming and adopting this instrument.

This instrument establishing a Declaration of Conditions, Covenants and Restrictions for Deerfield Village Patio Homes, Section One, has been executed by Friendswood Development Company at Houston, Texas, on the 25th day of May, 1976.

ATTEST:
B. A. Biene
Secretary

FRIENDSWOOD DEVELOPMENT COMPANY

O.K.
FOR
O.K.
TRANS.
O.K.
C.O.I.

By *[Signature]*
Vice President

ATTEST:
[Signature]
Assistant Real Estate
Officer

MELLON BANK, N.A.

300

By *[Signature]*
Vice President

ATTEST:
[Signature]
Assistant Cashier

CULLEN CENTER BANK & TRUST

By *[Signature]*
Senior Vice President