

BARWOOD
HOMEOWNERS
ASSOCIATION

DEED RESTRICTIONS

2nd Amend

**THE SECOND AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS
FOR THE BARWOOD SUBDIVISION
IN HARRIS COUNTY, TEXAS**

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN

COUNTY OF HARRIS

BY THESE PRESENTS:

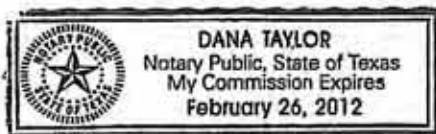
WHEREAS, the Second Amendment to Restrictions, Covenants, and Conditions for the Barwood Subdivision ("Second Amendment") which is attached hereto, was approved by a majority of the then owners of the lots, as evidenced by the ballots filed in the Real Property Records of Harris County, Texas under Clerks file # 836-66-1032.

EXECUTED this the _____ day of _____, 2009.

By: _____
PRINTED NAME: Margaret Susan Rice
Attorney for Barwood Homes Association, Inc. *Jon*

BEFORE ME, the undersigned authority, on this day personally appeared Margaret Susan Rice, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of March, 2009.



Dana Taylor

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

M. SUSAN RICE, PC
1001 Texas Avenue, Suite 1400
Houston, Texas 77002

FILED FOR RECORD
8:00 AM

MAR 19 2009

Dwight L. Kyles
County Clerk, Harris County, Texas

**SECOND AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS
FOR THE BARWOOD SUBDIVISION**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, WHEREAS, the following instruments previously constituted the Restrictions, Covenants and Conditions for the Barwood Subdivision, a subdivision in Harris County, Texas ("Declaration"):

Restrictions, Covenants and Conditions Barwood Subdivision, filed of record June 6, 1972, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. D606490; *lu*

Amended Restrictions, Covenants and Conditions Barwood Subdivision, filed of record September 26, 1972, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. D698029;

Supplement to Barwood Subdivision Restrictions, filed of record May 1, 1980, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. G518738; and

First Amendment to Amended Restrictions, Covenants and Conditions Barwood Subdivision, filed of record November 11, 1983, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. J234100; and

WHEREAS, the Owners and Members of the Barwood Homes Association, Inc. desire to amend the above documents by passing and instituting new Restrictions, Covenants and Conditions, replacing the above documents in their entirety as hereinafter set forth; and

WHEREAS, Paragraph 21 of the Declaration provides that the terms of the Declaration can be amended by an instrument signed by a majority of the then owners of the lots. To be effective, said instrument must be filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, this Amendment to Declaration applies to all of the lots in the Barwood Subdivision in Harris County, Texas according to the map or plat recorded in Volume 192, Page

11, in the Map Records of Harris County, Texas, plus those lots annexed into the Association through the Supplement to Barwood Subdivision Restrictions filed under Clerk's File No. G518738, and described in such document as "Barwood Tracts One through Seven out of the William Graham Survey, Abstract 308, Harris County, Texas".

NOW THEREFORE, this Second Amendment to Restrictions, Covenants, and Conditions for the Barwood Subdivision hereby amends the governing documents of Barwood as set forth herein and is made as of the date hereinafter indicated to be effective upon its filing in the Harris County, Real Property Records.

Paragraph 20, entitled "Maintenance Program and Fund" as contained in the Restrictions, Covenants and Conditions Barwood Subdivision, filed of record June 6, 1972, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. D606490; and amended in the First Amendment to Amended Restrictions, Covenants and Conditions Barwood Subdivision, filed of record November 11, 1983, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. J234100; is hereby deleted in its entirety and replaced with the following:

Paragraph 20. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. As covenanted by the original Declarant for each Lot within the Properties and Subdivision, each Owner of any Lot within the Properties and Subdivision, by acceptance of a deed therefore whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association (i) annual Common Assessments or charges; and (ii) Special Assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

SECTION 2. CREATION OF ASSOCIATION. A non-profit corporation named "Barwood Homes Association", was created to have the duty of assessing and collecting

common and special assessment charges imposed hereby, managing said funds and arranging for the performance of the services contemplated and making payment therefore out of said funds. In this regard, said Home Association shall have all the powers granted by the Business Organizations Code for Non-Profit Corporations.

SECTION 3. PURPOSE OF ANNUAL COMMON ASSESSMENTS. The annual Common Assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, this Declaration and all other Documents administered by the Association. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay costs incurred with respect to all or any of the following:

- a. Operation, maintenance, repair, and improvement of the Common Area, including street lights, community pool and tennis courts, as well as any fences, entryways, road esplanades, cul de sacs and easement areas within, adjacent to or in the vicinity of the Properties;
- b. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- c. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- d. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- e. Maintaining or replacing any landscaping in the Common Area;
- f. Designing, purchasing and installing any improvements to the Common Area;
- g. Mowing and routine maintenance of the Common Area;
- h. Removing debris from the Common Area;
- i. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- j. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- k. Employing policemen or watchmen and/or a security service;
- l. Contracting for insect and pest control such as mosquito fogging;

- m. Carrying out the duties of the Board of Directors of the Association;
- n. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- o. Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated hereinabove, the Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board of Directors of the Association in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

In the discretion of the Association, the Association may establish a reserve fund for maintenance, repairs, and replacements to those areas of maintenance, which are the responsibility of the Association to maintain (the "Reserve Fund"). The Board of Directors shall establish the portion of each Common Assessment that may be designated for the Reserve Fund.

SECTION 4. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The Maximum Annual Common Assessment for 2007 shall be equal to Three Hundred Twenty-Five Dollars (\$325.00). In each subsequent year, the Maximum Annual Common Assessment that may be charged by the Board of Directors of the Association shall be \$325.00, except that the annual assessment in any year may be increased above the Maximum Annual Common Assessment with the approval of the majority then owners, who are eligible to vote if they are current on all obligations to the Association as of the date of such vote, and that are attending and voting in person, ballot, or by proxy, at a meeting duly called for this purpose. In the event the Members vote to raise the annual assessment above the Maximum Annual Common Assessment, the amount so enacted by the Members shall become the new Maximum Annual Common Assessment. The Board of Directors may fix the annual Common Assessment at any amount not in excess of the Maximum. Notice of Assessments shall be delivered to each Owner by such reasonable means as the Board may provide.

SECTION 5. RATES OF ASSESSMENT. The Annual Common Assessments on all Lots shall be fixed at uniform rates and all Lots in the Properties shall commence to bear their assessment simultaneously. There shall also be no assessments on any portion of the Properties which has not been platted into Lots.

SECTION 6. DATE OF CHARGE AND DETERMINATION OF ANNUAL ASSESSMENT. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year, or on such later date as the Board may determine. The Board of Directors of the Association shall fix the amount of the annual Common Assessment to be levied against each Lot for each calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual Common Assessment shall be sent to every Owner whose Lot is subject to the payment thereof. The Board, in its discretion may approve special payment arrangements.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES. Any assessments or charges which are not paid when due shall be delinquent. Any such amount not paid and received by the fifteenth (15th) day following the due date shall be deemed delinquent and, without notice, shall accrue a late charge. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date until the date paid at the rate of ten percent (10%) per annum or such other rate not in excess of the maximum lawful rate as the Board may establish from time to time. The Association may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien herein retained against the property. Interest as above specified, collection costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. The lien in favor of the Association is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage, although not to the lien of a home equity loan. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall release such a Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE 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 hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAR 19 2009



Dorely B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

20060289054
12/28/2006 RP3 \$818.50

**BALLOTS FOR THE SECOND AMENDMENT TO RESTRICTIONS, COVENANTS
AND CONDITIONS FOR THE BARWOOD SUBDIVISION
IN HARRIS COUNTY, TEXAS**

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN
BY THESE PRESENTS:

WHEREAS, Barwood Homes Association, Inc. has determined that the Second Amendment to Restrictions, Covenants, and Conditions for the Barwood Subdivision ("Second Amendment") has been approved by a majority of the then owners of the lots, as evidenced by the attached ballots, I further certify that such signed approval of said owners has been recorded with the Secretary of Barwood Homes Association, Inc..

WHEREAS the ballots which are attached hereto are evidence of the approval of and agreement to the Second Amendment by the required number of owners in the Barwood Subdivision. The ballots that are attached hereto shall be filed in the real property records of Harris County, Texas with the Second Amendment.

EXECUTED this the 16th day of October, 2006.

BARWOOD HOMES ASSOCIATION, INC.

By: ANASTACIO TREVIÑO, Jr. (Tocho)
PRINTED NAME: Anastacio Trevino, Jr.
SECRETARY OF BARWOOD HOMES
ASSOCIATION, INC.

FILED FOR RECORD
8:00 AM

DEC 28 2006

Barney A. Hyman
County Clerk, Harris County, Texas

RP 036-66-1032

174
Amend
110.50
S

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ANASTACIO TRELINO, JR. (Tacho) Secretary of Barwood Homes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of Barwood Homes Association, Inc.

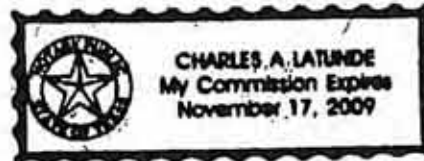
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of October, 2006.



Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

M. SUSAN RICE, PC
1001 Texas Avenue, Suite 1400
Houston, Texas 77002



RP 936-66-1233

FIRST AMENDMENT TO
AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS
BARWOOD SUBDIVISION

THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument in writing filed for record June 6, 1972, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. D606490 (Film Code No. 145-28-0092), the then owners of that certain property in Harris County, Texas, to-wit:

All the lots in Barwood Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 192, Page 11, in the Map Records of Harris County, Texas,

did adopt Restrictions, Covenants and Conditions on the above-mentioned property for the purpose of creating and carrying out a uniform plan for the improvement, development, and sale of the said property, and to insure the preservation of such uniform plans for the benefit of both the present and future owners of said lots in said subdivision; and

WHEREAS, by instrument in writing entitled "Amended Restrictions, Covenants and Conditions", executed the 12th day of September, 1972, and filed for record on September 26, 1972, in the Office of the County Clerk of Harris County, Texas in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. D698029 (Film Code No. 150-38-0355), the then owners of said property did amend the above-stated Restrictions, Covenants and Conditions; and

WHEREAS, by instrument in writing entitled "Supplement to Barwood Subdivision Restrictions," executed the 31st day of March, 1980, and filed for record on May 1, 1980, in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. G518738 (Film Code No. 156-92-2067), the then owners of the following property in Harris County, Texas, to-wit:

Barwood Tracts One (1) through Seven (7) Survey of Tracts One (1) through Seven (7) out of the William Graham Survey Abstract 308, Harris County, Texas,

did subject the above property, along with the previously subjected lots in Barwood Subdivision, to the aforementioned Declarations and, henceforth, herein subjects the seven (7) above-mentioned lots to this "First Amendment to Amended Restrictions, Covenants and Conditions, Barwood Subdivision"; and

WHEREAS, a majority of the current owners of the lots in Barwood Subdivision, each being specifically set out in the attached "Exhibit A", which majority owners are represented hereunder by the current Trustees of BARWOOD HOME ASSOCIATION, INC., and which current owners desire to further amend those certain restrictions heretofore imposed on said property to the extent hereinafter provided, which present "First Amendment To Amended Restrictions, Covenants and Conditions, Barwood Subdivision" is for the purpose of protecting the value and desirability of the said property and which amendment shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the above-described properties or any part or parts thereof, their heirs, successors and assigns (except that any tracts identified on the recorded plat of the aforesaid subdivision marked as "Reserved" shall remain unaffected by this "First Amendment To Amended Restrictions, Covenants and Conditions, Barwood Subdivision"), and shall inure to the benefit of each owner thereof and the BARWOOD HOME ASSOCIATION, INC. Any terms, conditions and provisions of the aforementioned instruments not expressly amended hereby are not affected hereby and shall continue in full force and effect.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of these premises, the undersigned Trustees, acting by and for a majority of the current owners of lots in Barwood Subdivision, do hereby further amend the aforesaid restrictive instrument as follows, to-wit:

Section Twenty (20), Subparagraph 4, which begins, "Each lot in Barwood Subdivision..." and ends "...judgment is exercised in good faith.", shall be and the same is hereby amended so as hereafter to read as follows:

Section Twenty (20), Subparagraph Four (4): "Each lot in Barwood Subdivision is hereby subjected to an annual

maintenance charge and assessment not to exceed \$12.00 per month per lot, or \$144.00 per annum per lot for the calendar year of 1984, with the monthly maintenance charge and assessment for calendar years 1985 and thereafter not to exceed \$16.00 per month per lot or \$192.00 per annum per lot, which maintenance charge and assessment shall be for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Barwood Subdivision to BARWOOD HOME ASSOCIATION, INC. as the needs of the subdivision may, in the judgment of that Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$12.00 per lot per month or \$144.00 per annum per lot for the calendar year of 1984 and \$16.00 per lot per month or \$192.00 per annum per lot for the calendar years of 1985 and thereafter, unless a majority of the homeowners approve any additional increases. BARWOOD HOME ASSOCIATION, INC. shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of Barwood Subdivision; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades, and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assess-

ment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the BARWOOD HOME ASSOCIATION, INC. to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of BARWOOD HOME ASSOCIATION, INC. in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith." The other remaining subsections of Section 20 shall remain in full force and effect as originally written.

In all other respects the restrictions for Barwood Subdivision as set forth in the instruments above referred to shall remain in full force and effect as originally written and/or as previously amended.

EXECUTED this 7th day of November, 1983.

ATTEST:

TRUSTEES OF BARWOOD HOME ASSOCIATION, INC.

Sharon H. Linder

By: Michael J. Neri
Michael J. Neri, Trustee

ATTEST:

Sharon H. Linder

By: A. L. Locker, Jr.
A. L. Locker, Jr., Trustee

ATTEST:

Sharon H. Linder

By: Jeralee Ice
Jeralee Ice, Trustee

THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL J. NERI, Trustee of BARWOOD HOME ASSOCIATION, INC. known to me the person and capacity whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations herein expressed as the act and deed of said home association of said BARWOOD HOME ASSOCIATION, INC. and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 1983.

Sharon H. Linder
Notary Public in and for
The State of TEXAS.

My commission expires January 1, 1984

THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared A. L. LOCKER, JR., Trustee of BARWOOD HOME ASSOCIATION, INC., known to me the person and capacity whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations herein expressed as the act and deed of said home association of said BARWOOD HOME ASSOCIATION, INC. and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 1983.

Theron H. Linderick
Notary Public in and for
The State of TEXAS.

My commission expires Nov 30, 1984

THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JERALEE ICE, Trustee of BARWOOD HOME ASSOCIATION, INC., known to me the person and capacity whose name is subscribed on the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations herein expressed as the act and deed of said home association of said BARWOOD HOME ASSOCIATION, INC. and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of November, 1983.

Theron H. Linderick
Notary Public in and for
The State of TEXAS.

My commission expires Nov 30, 1984

See 1st Amendment
dtd 11/11/83 #J2341

6518738

MAY-1-80 170825 • 518738 — A PD 15.00

156-92-2067

SUPPLEMENT TO BARWOOD SUBDIVISION RESTRICTIONS

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

15
5
WHEREAS, GENERAL HOMES CONSOLIDATED COMPANIES, INC.,
d/b/a Eden Corporation (hereinafter called "General Homes"),
is the owner in fee simple of certain real property (herein-
after called the "New Lots") located in Harris County, Texas,
and described more particularly in Exhibit "A", which is
attached hereto and made a part hereof; and

WHEREAS, the New Lots lie contiguous with that
certain tract of land known as the "Barwood Subdivision",
more particularly described as follows:

A parcel of land containing 197.7234 acres, more
or less, out of the William Graham Survey,
Abstract 308, Harris County, Texas, and more
fully described in the Map or Plat of Barwood
Subdivision recorded in Volume 192, Page 11, in
the Map Records of Harris County, Texas;

and

WHEREAS, the New Lots share a common design with
Barwood Subdivision, share common streets and other public
utilities with Barwood Subdivision, and for all practical
purposes constitute a part of Barwood Subdivision; and

WHEREAS, the Barwood Subdivision is subject to those
certain restrictions set forth in that instrument entitled

FILED
MAY 1 9 00 AM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS

156-92-2068

"Declaration of Covenants, Conditions, and Restrictions" dated September 12, 1972, and recorded in the Office of the County Clerk for Harris County, Texas under Film Code No. 150-38-0355 (herein called the "Declaration"); and

WHEREAS, the Declaration confers on BARWOOD HOMES ASSOCIATION, INC. (herein called the "Association"), the duties of collecting and managing certain maintenance charges and assessments, and exercising certain other powers for the benefit of Barwood Subdivision; and

WHEREAS, the Certificate of Incorporation of the Association dated June 27, 1972, and filed as Charter No. 308854 in the Office of the Secretary of State of the State of Texas, and the By-Laws of the Association adopted July 12, 1972, each provides that the jurisdiction of the Association includes Barwood Subdivision plus those additional properties thereafter brought into the jurisdiction of the Association; and

WHEREAS, General Homes and the Association desire to enhance and protect the value, attractiveness, and desirability of the lots or tracts constituting Barwood Subdivision and the New Lots; and

WHEREAS, such enhancement and protection is best promoted by subjecting the New Lots to the same covenants, conditions, and restrictions as Barwood Subdivision;

156-92-2069

NOW, THEREFORE, General Homes hereby declares that all of the New Lots and each part thereof shall be and are hereby made subject to the Declaration, and the covenants, conditions and restrictions contained therein, which shall constitute covenants running with the land and shall be binding on all parties having all right, title, or interest in the New Lots or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. General Homes further agrees that the New Lots, by reason of being subject to the Declaration, are also subject to the Articles of Incorporation, By-Laws and all rules and regulations of the Association.

The Association hereby accepts jurisdiction over the New Lots and agrees that the New Lots are subject to the Articles of Incorporation, By-Laws and all rules and regulations of the Association to the same extent as if the New Lots initially had been a part of Barwood Subdivision.

IN WITNESS WHEREOF, the undersigned have executed or caused these presents to be executed by and through their

156-92-2070

duly authorized officers and agents on this, the 31st day
of March, 1980.

ATTEST:

Mary B. Prevatte
Mary B. Prevatte
Asst. Secretary

GENERAL HOMES CONSOLIDATED
COMPANIES, INC.
d/b/a EDEN CORPORATION

By Sam H. Yager Jr.
Sam H. Yager Jr.
Title: Vice President

(5)
307

BARWOOD HOMES ASSOCIATION, INC.

By Charles W. Delibes
Charles W. Delibes, Trustee

Karen S. Chapman
Karen S. Chapman, Trustee

John J. Markel Jr.
John J. Markel Jr., Trustee

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day
personally appeared Sam H. Yager Jr., Vice President
of General Homes Consolidated Companies, Inc.,
d/b/a Eden 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 and as the act
and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the
31st day of March, 1980.

Christine O. Keller
Notary Public in and for
Harris County, Texas

CHRISTINE O. KELLER
Notary Public in and for Harris County, Texas
My Commission expires April 6, 1982

STATE OF TEXAS X
COUNTY OF HARRIS Y

156-92-2071

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Dewies, Trustee of Barwood Homes Association, Inc., 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April, 1980.



Myra L. Pickell MYRA L. PICKELL
Notary Public in and for Harris County, Texas

STATE OF TEXAS Y
COUNTY OF HARRIS Y

BEFORE ME, the undersigned authority, on this day personally appeared Karen S. Champion, Trustee of Barwood Homes Association, Inc., 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April, 1980.



Myra L. Pickell MYRA L. PICKELL
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

156-92-2072

BEFORE ME, the undersigned authority, on this day personally appeared John J. Mackel Jr., Trustee of Barwood Homes Association, Inc., 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April, 1980.



Myra L. Pickell MYRA L. PICKELL
Notary Public in and for Harris County, Texas
Harris County, Texas

Exhibit "A"

156-92-2073

Barwood Tracts One (1) through Seven (7)
Survey of Tracts One (1) through Seven (7)
out of the William Graham Survey
Abstract 308, Harris County, Texas.

Return To:
Eden Corporation
7111 Harwin, Suite 200
Houston, Texas 77036
ATTN: Chris Keller

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the Public Records on the date and at the time shown
below by me and was duly RECORDED, in the Official
Public Records of said County of Harris County, Texas on

MAY 01 1980



Rich L. Lohman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ARTICLES OF INCORPORATION

OF

BARWOOD HOMES ASSOCIATION INC.

FILED
In the Office of the
Secretary of State of Texas

JUN 27 1972

Bill K. Hough
County Clerk, Corporation Division

We, the undersigned and natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

The name of the corporation is BARWOOD HOMES ASSOCIATION INC.

ARTICLE II

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to BARWOOD HOMES ASSOCIATION INC., being a parcel of land containing 197.7234 acres more or less out of the William Graham Survey, Abstract No. 308, Harris County, Texas and more fully described in plat recorded in Volume 192, Page 11 of the Map Records of Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents within the above described property and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and

Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Map Records of Harris County, Texas and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

3. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

ARTICLE IV

The street address of the initial registered office of the corporation is 13205 Cypress-North Houston Road, Cypress, Texas 77429 and the name of its initial registered agent at such address is Melvin T. Easley.

ARTICLE V

TRUSTEES

The affairs of the Association shall be managed by a Board of three (3) Trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial Trustees

until January 31, 1972, or until the selection of their successors are:

P. Lee Pinkston

3110 Southwest Freeway
Suite 151
Houston, Texas 77006

Larry L. Bunting

3110 Southwest Freeway,
Suite 151
Houston, Texas 77006

Melvin T. Easley

13205 Cypress-North Houston Rd.
Cypress, Texas 77429

At the first annual meeting beginning in 1973 the members shall elect one trustee for a term of one year, one trustee for a term of two years and one trustee for a term of three years; and at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time.

ARTICLE VI

The names and street addresses of the incorporators are:

P. Lee Pinkston

3110 Southwest Freeway
Suite 151
Houston, Texas 77006

Larry L. Bunting

3110 Southwest Freeway
Suite 151
Houston, Texas 77006

Melvin T. Easley

13205 Cypress-North Houston Rd.
Cypress, Texas 77429

ARTICLE VII

MEMBERSHIP

Every person or entity who is a record owner of a free or undivided fee interest in any property which is subject to maintenance charge assessment by the Association, including contract sellers, such persons or entities being hereinafter referred to as an "owner", shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

ARTICLE VIII

VOTING RIGHTS

The Association shall have two classes of membership:

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

Class B. The Class B member shall be BARWOOD HOMES ASSOCIATION INC., the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article VII, provided, however, that 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, 1974.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

ARTICLE IX
DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or

shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, we the undersigned, have hereunto set our hands this 16th day of June, 1972.

F. Lee Pinkston
F. LEE PINKSTON

Larry L. Bunting
LARRY L. BUNTING

Melvin T. Easley
MELVIN T. EASLEY

THE STATE OF TEXAS
COUNTY OF HARRIS

I, Betty B. Wright, a Notary Public, do hereby certify that on this 16th day of June, 1972, personally appeared before me, F. LEE PINKSTON, LARRY L. BUNTING AND MELVIN T. EASLEY, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above mentioned.

Betty B. Wright
Notary Public in and for
Harris County, Texas
My commission expires June 1, 1973

Revised
DP

①

150-38-0355

THE STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, the undersigned, the owners of the following described property, joined herein by TEXAS COMMERCE BANK, Houston, Texas, LIENHOLDER of the following described property situated in Harris County, Texas, to-wit:

All the lots in Barwood Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 192, Page 11, in the Map Records of Harris County, Texas,

WHEREAS, it is the desire of said owners 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 of said lots in said subdivision;

NOW, THEREFORE, the hereinafter-mentioned owners and lienholder of all of the above-described property hereby adopt, establish and impose the following amended reservations, restrictions covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the amended restrictions using whatever legal method is deemed advisable.

It is specially provided that any tracts identified on the recorded plat of the aforesaid subdivision as "erve" shall remain unaffected by these amended restrictions.

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

1972 SEP 25 PM 1:43

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS

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 detached single-family dwelling not to exceed two stories in height and a detached garage for not less than two or more than four cars. 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, even though such business, professional, commercial or manufacturing use be subordinate to use of the premises as a residence. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensitivities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

Any servants' quarters which may be constructed on any lot must be attached to the garage and may not exceed two story in height. No servants' quarters shall be used for rental purposes, and may be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located, or by members or guests of the family occupying the dwelling on said lot.

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 location of the structure have been approved by an Architectural Control Committee as hereinafter provided for, composed of Carol Owen, F. Lee Pinkston and Melvin T. Easley, or by a representative designated by the majority of the

members of said committee, as to quality of workmanship and materials, harmony of external design with existing structure, as to location with respect to topography and to finished grade elevation. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. Neither of the members of such committee, nor its' designated representative, shall be entitled to any compensation for services performed pursuant to the covenant.

3. Dwelling Size. Any dwelling constructed on any lot must have a living area of not less than 1,800 square feet, exclusive of open or screened porches, terraces, driveway, garage and detached servant's quarters. Any dwelling other than a single story dwelling must have not less than 1,000 square feet of ground floor living area, exclusive of open or screened porches, terraces, driveways, garages and detached servant's quarters.

4. Type of Construction, Materials and Landscape.

- (a) No dwelling shall be constructed or permitted to exist on any lot unless at least eighty percent (80%) of the exterior surface area of the walls on the lower level thereof, exclusive of windows, doors and other glassed areas, consist of brick, stone or other masonry, except that detached garages may have wood siding of a type and design approved in writing by the Architectural Control Committee. No carport shall be constructed on any residence lot unless it is

attached to the main residence and is of brick, stone or other masonry.

- (b) No roof of any building shall be composition shingles and any built-up roof shall be of at least five (5) plies. No roof or any portion thereof shall extend over any easement.
- (c) A concrete sidewalk three feet (3') wide will be constructed at grade level parallel to the curb three feet (3') from the back of the curb toward the property line along the entire front of all lots, and in addition thereto, three foot (3') wide sidewalks will be constructed at grade level parallel to the curb three feet (3') from the back of the curb toward the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalks and same shall be constructed and completed in accordance with the above requirements, unless approved by the Architectural Control Committee in writing, before the main residence is occupied. Wood expansion joints shall be placed... where concrete joins concrete, such as property lines, connecting sidewalks, driveways and at continuing intervals not to exceed sixteen (16) feet.
- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in any building in any part of Barwood, except by approval of the Architectural Control Committee.
- (e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit.
- (f) Each dwelling shall have two (2) trees in front of each building site on unwooded interior lots and two (2) additional trees on the side of all unwooded corner lots. Such trees are to be four inches (4") in diameter one foot (1') above ground

and are to be on the lot at the time the dwelling is occupied.

5. 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 feet (5') to any interior lot line, except that a garage located sixty-five feet (65') or more from the front lot line may be located within three feet (3') of any interior lot line. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen feet (15') to the rear lot line. For the purpose of this covenant, eaves, stoops and open porches shall not be considered as a 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. 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 except by written approval of the Architectural Control Committee. Each main residence building will face the front of the lot. No garage on any interior lot shall be attached to the main residence building in such a manner as to face the street unless the front of the garage is at least forty feet (40') back from the front of the main residence building except by written approval of the Architectural Control Committee.

6. Minimum Lot Area. No lot shall be resubdivided; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the lot area of all building plots affected thereby, it being the intention of this amended restriction that no building plot within said subdivision shall contain less than the minimum area shown on the recorded plat.

7. Easements. Easement for the installation and maintenance

of utilities, drainage facilities, roads, streets and pipe line easements 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 damage 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. There is also dedicated for utilities an unobstructed aerial easement five feet (5') wide from a plane twenty feet (20') above the ground upward, located adjacent to all easements shown thereon.

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

9. 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 permanent; provided, however, that a temporary office or work shed may, following approval thereof by the Architectural Control Committee, be maintained upon any lot or lots by any building contractor or sales agency in connection with the erection and sale of dwellings in the subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from the Architectural Control Committee. No trucks, trailer, trailer house, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is temporarily parked or 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 or obscured from general view by some approved screen or enclosure.

10. Oil and Mining Operations. No oil drilling development

operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil, wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure 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. Provided further, that no lot shall be used for the 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 maintained 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 either be moved from the lot or stored in a suitable enclosure on the lot.

12. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that common household pets, such as cats or dogs, may be kept. In this regard, the Barwood Home Association, hereinafter provided for, shall have the right and authority to limit the number and variety of household pets permitted. All animals shall be kept confined inside an enclosed area by its owner and must not be outside the enclosure except on a leash.

13. Fences and Walls. No fence, wall, hedge, gas meter, or other structure shall be placed or be permitted to remain on any

lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot unless approved by the Architectural Control Committee. No chain-link fence shall be permitted on any lot unless completely enclosed inside other masonry or wood fencing.

14. Traffic Light Barriers. No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot.

15. Outside Clothes Drying. The drying of clothes in general view is prohibited and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosure for such use, subject to approval of the Architectural Control Committee.

16. Cutting Weeds and Grass. The owners or occupants of all lots shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit the accumulation of garbage, trash or rubbish of any kind thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

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, and such default continuing after ten (10) days written notice thereof, the Board of Directors of the hereinafter described Home Association, may, without liability to the owner or occupant, 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, so as 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 agrees, by the purchase or occupation of the property, to pay for such work immediately upon receipt of a statement thereof, or in the event

of failure to pay such statement, that the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for in these restrictions.

17. Removal of Trees and Dirt. No trees shall be cut or otherwise removed from any lot without approval from the Architectural Control Committee, except as may be reasonably necessary in connection with construction of improvements, or to remove dead trees. The removal of dirt from any lot is prohibited without approval of the Architectural Control Committee, except when necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

18. Painting and Repairs. All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

19. Underground Distribution Systems. An underground electric distribution system will be installed in that part of Barwood Subdivision, Section I, Phase 1, 2 and 3, designated Underground Residential Subdivision, which underground service area shall embrace lots in Barwood Subdivision, Section I, Phase 1, 2 and 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 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, 120/240 volt, three wire, 60 cycle, alternating current.

20. Maintenance Program and Fund. Each residential lot in the subdivision covered by these restrictions shall be subject to a maintenance charge for the purpose of establishing a subdivision maintenance fund.

Said maintenance charge shall be payable annually in advance on the first day of January of each year, commencing as to each lot by owners, and the date of any such deed conveying any such lot shall be conclusive as to the commencement of the maintenance fund charge against the lot or lots conveyed thereby whether said deed is filed for record promptly or not, and no maintenance charge shall accrue against any lot until conveyance thereof to homeowner or occupant.

Owner will cause to be organized under the laws of the State of Texas, a non-profit corporation proposed to be named "Barwood Home Association" (herein referred to as the "Home Association"), which organization shall have the duty of assessing and collecting the maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Home Association shall have all the powers granted by the Texas Non-profit Corporation Act.

Each lot in Barwood Subdivision is hereby subjected to an annual maintenance charge and assessment not to exceed \$8.00 per month or \$96.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Barwood Subdivision to Barwood Home Association as the needs of the

subdivision may, in the judgment of that association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$8.00 per lot per month, or \$96.00 per lot per year. Barwood Home Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Barwood Subdivision; such uses and benefits to be provided by said association shall include, by way of clarification and not limitation, any and all of the following: construction and maintenance of parks and park facilities; the maintenance of streets, parkways, esplanades and vacant lots; providing fire, police and watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades and in parkways; fogging for insect control, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the Barwood Home Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of Barwood Home Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above-mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance

and request of the owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceedings to enforce such liens upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

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

The owner of any residential lot shall have the right to inspect the books and records of the Barwood Home Association at any reasonable time.

21. Term. These covenants are to run with the land and shall be binding upon all the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded 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. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so

doing or to recover damages or other dues for such violation.

22. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no-wise effect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized President and Secretary, executing same in his own behalf and for the purposes aforesaid, this 12th day of September, A.D., 1972.

ATTEST:

Larry S. Bunting
Asst. Secretary

CADWALLADER DEVELOPMENT CORPORATION

By Larry S. Bunting
Vice President

ATTEST:

James K. Koushki
REAL ESTATE OFFICER

TEXAS COMMERCE BANK (Lienholder)

By James K. Koushki
Vice-President

ATTEST:

James K. Koushki
Asst. Secretary

SHRAM ENTERPRISES, INC.

By Alvin Koushki
President

ATTEST:

Barclay Koushki
Secretary

CHAPARRAL BUILDERS, INC.

By D. Koushki
President

ATTEST:

James K. Koushki
Asst. Secretary

R. K. R. CONSTRUCTION CO., INC.

By James K. Koushki
President

ATTEST:

John Koushki
Secretary

LANDMARK BUILDERS, INC.

By James K. Koushki
President

XXXXXX

Patricia D. Forney
Secretary

HOUSTON INVESTMENT & DEVELOPMENT COMPANY,
a Partnership

By Bob Burton
Bob Burton
Byron P. Forney
BYRON P. FORNEY

HOUSTON INVESTMENT & DEVELOPMENT COMPANY,
a Partnership

Eugene Hensley
Eugene Hensley

Jack Hensley
Jack Hensley

From at the time instrument was filed and recorded.