

THE STATE OF TEXAS)(

COUNTY OF HARRIS)(

THE STATE OF TEXAS)(

COUNTY OF FORT BEND)(



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated the 17th day of November A.D. 1967, recorded in Volume 7,000, Pages 167 thru 178 of the Deed Records of Harris County, Texas, Parkglen Investment Company, Lancer Investment Company and Norwood Homes, Inc. did adopt certain covenants and restrictions for the establishment of a uniform plan for the development, improvement and sale to insure the preservation of such uniform plan for the benefit of the then, present and future owners as applicable to certain property described as follows:

Lots One (1) through Fourteen (14), both inclusive, Block One (1); Lots One (1) through Thirty-six (36), both inclusive, Block Five (5); Lots One (1) through Thirty-nine (39), both inclusive, Block Six (6); Lots One (1) through Thirty-two (32), both inclusive, Block Ten (110); and Lots One (1) through Thirteen (13), both inclusive, Block Thirteen (13), all in Parkglen Section One (1), a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 149; Page 67, Map Records of Harris County, Texas (hereinafter referred to as Parkglen Section One [1]).

and WHEREAS, by instrument dated the 12th day of May A.D. 1969, recorded in Volume 7,677, Pages 305 thru 315, both inclusive, of the Deed Records of Harris County, Texas, Parkglen Investment Company, Lancer Investment Company and Norwood Homes, Inc., did adopt and amend certain covenants and restrictions for the correction of certain scrivener's errors and for the establishment of a uniform plan for the development, improvement and sale to insure the preservation of such uniform plan for the benefit of the then, present and future owners as applicable to certain property recorded at Volume 7,543, Page 448, Deed Records of Harris County, Texas, which is more particularly described as follows:

Parkglen Section Two (2), a subdivision of Harris County, Texas, according to the Map or Plat thereof recorded at Volume 156, Page 80, Map Records of Harris County, Texas (hereinafter referred to as Parkglen Section Two [2]).

and WHEREAS, by instrument dated the 11th day of September AD. 1969, recorded at Volume 7,862, Pages 410 thru 411, both inclusive, of the Deed Records of Harris County, Texas, Parkglen Investment Company and Lancer Investment Company did adopt certain covenants and restrictions for the establishment of a uniform plan for the development, improvement and sale to insure the preservation of such uniform plan for the then, present and future owners as applicable to certain property described as follows:

All Lots in Parkglen Section Three (3), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 163, Page 67 in the Map Records of Harris County, Texas (hereinafter referred to as Parkglen Section Three [3]).

and WHEREAS, by instrument dated the 17th day of March A.D. 1971, recorded in Volume 8,467, pages 119 thru 130, both inclusive, of the Deed Records of Harris County, Texas, and by instrument dated the 17th day of March A.D. 1971, recorded in Volume 546, Page 14 of the Deed Records of Fort Bend County, Texas, Johnson-Loggins, Inc. a Delaware Corporation, and Parkglen Investment Company, did adopt certain covenants and restrictions for the establishment of a uniform plan for the development, improvement and sale to insure the preservation of such uniform plan for the benefit of the then, present and future owners as applicable to certain property described as follows:

All the Lots in Parkglen Section Four (4), a subdivision situated in Harris County, Texas and in Fort Bend County, Texas, according to the Map or Plat thereof recorded at Volume 177, Page 98 in the Map Records of Harris County, Texas, and at Volume 8, Page 18 of the Map or Plat Records of Fort Bend County, Texas (hereinafter referred to as Parkglen Section Four [4]).

BE IT KNOWN, that it is the desire that a uniform plan for the continued development, improvement and sale of the above described property, and to insure the preservation of such plan in uniformity for all sections, one(1), through four(4), of Parkglen Subdivision and to insure the preservation of a single plan for Parkglen Section One (1), Parkglen Section Two (2), Parkglen Section Three (3) and Parkglen Section Four (4) for the benefit of the present and future owners thereof,

WHEREAS, each section of Parkglen Subdivision is now governed by separate Reservations, Restrictions, Conditions and Covenants upon said property;

WHEREAS, the recorded Reservations, Restrictions, Conditions and Covenants pertaining to Parkglen Section One(1) dated the 17* day of November A.D, 1967, filed under the Harris County Clerk's File Number C613577 and recorded in Volume 7,000, Page 167 of the Harris County, Texas Deed Records, and Parkglen Section Two(2) dated the 26* day of May A.D. 1969, filed under Harris County Clerk's File Number C944988 and recorded in Volume 7,7677, Page 305 of the Harris County, Texas Deed Records, and Parkglen Section Three(3) dated the 11th day of September AD. 1969, filed under the Harris County Clerk's File Number DOS8018 and recorded in Volume 7,862, Page 401 of the Harris County Deed Records, and Parkglen Section Four(4) dated the 17* day of March A.D. 1971, filed under Harris County Clerk's File Number D348486 and recorded in Volume 8,467, Page 119 of the Harris County, Texas Deed Records and by instrument dated the 17th day of March A.D. 1971, filed under Fort Bend County Clerk's File Number 194758 and recorded in Volume 546, Page 14 of the Fort Bend County, Texas Deed Records provides in each of said recorded instruments that the reservations, restrictions, conditions and covenants of and pertaining to Parkglen Section One(1), Parkglen Section Two(2), Parkglen Section Three(3) and Parkglen Section Four(4) may be amended by an instrument signed by a majority of the lot owners as defined therein;

WHEREAS, the undersigned, representing and comprising a majority of the present Lot Owners of Parkglen Section One (1), a majority of the Lot Owners of Parkglen Section Two (2), a majority of the Lot Owners of Parkglen Section Three (3), and a majority of the Lot Owners of Parkglen Section Four (4), being joined by the members of the Board of Directors whose signatures are attached hereto and verified indicating their capacity as members of the Board of Directors as elected to the Parkglen Civic Improvement Association which is a Texas Non-profit Corporation doing business for the maintenance, care, preservation and enforcement of the covenants and restrictions on the property of Parkglen Subdivision, do hereby amend, cancel and annul the present Restrictions, Reservations, Conditions and Covenants of Parkglen Section One (1), Parkglen Section Two (2), Parkglen Section Three (3) and Parkglen Section Four (4) and hereby adopt the following Covenants, Restrictions, Reservations 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 heirs, successors and assigns, and to each and every purchaser of Lots in said subdivision and their assigns and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal methods are deemed advisable. These amended Reservations, Restrictions, Conditions and Covenants shall relate and become effective as the date this instrument is approved by a majority of the Lot Owners of Parkglen Subdivisions One, Two, Three and Four individually by section and the same is recorded duly in the Deed Records of Harris County, Texas and Fort Bend County, Texas.

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

for

**PARKGLEN SECTION ONE (1))(PARKGLEN SECTION THREE (3)
PARKGLEN SECTION TWO (2))(PARKGLEN SECTION FOUR (4)**

WITNESSETH:

WHEREAS, the undersigned being the present Lot Owners and being duly qualified to act and put into effect certain Restrictions, Reservations, Covenants and Conditions and being joined by the Parkglen Civic Improvement Association do hereby encumber the properties owned by them and situated in Harris County, Texas and partly in Fort Bend County, Texas, which are more particularly described as follows:

SECTION ONE

Lots One (1) through Fourteen (13), both inclusive, Block One (1); Lots One (1) through Thirty-six (36), both inclusive, Block Five (5); Lots One (1) through Thirty-nine (39), both inclusive, Block Six (6); Lots One (1) through Thirty-two (32), both inclusive, Block Ten (10); and Lots One (1) through Thirteen (13), both inclusive, Block Thirteen (13), all in Parkglen Section One (1), a subdivision in Harris County, Vol. 149, Page 67, Map Records of Harris County, Texas (hereinafter referred to as Parkglen Section One [1]).

SECTION TWO

Parkglen Section Two (2), a subdivision of Harris County, Texas, according to the Map or Plat thereof recorded at Volume 156, Page 80 Map Records of Harris County, Texas (hereinafter referred to as Park-glen Section Two [2]).

SECTION THREE

All Lots in Parkglen Section Three (3), a subdivision in Harris County, Texas, according to the Map of Plat thereof recorded at Volume 163, Page 67 in the Map Records of Harris County, Texas (hereinafter referred to as Parkglen Section Three [3]).

SECTION FOUR

All the Lots in Parkglen Section Four (4), a subdivision situated in Harris County, Texas and partly in Fort Bend County, Texas, according to the Map or Plat thereof recorded at Volume 177, Page 09, in the Map Records of Harris County, Texas and at Volume 8, Page 18, of the Map or Plat Records of Fort Bend County, Texas (hereinafter referred to as Parkglen Section Four [4]).

NOW THEREFORE, the undersigned Lot Owners, as defined herein, joined by the members of the Board of Directors of the Parkglen Civic Improvement Association whose signatures are attached hereto and verified indicating their capacity as such, hereby declare that all of the said properties hereinbefore described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and shall run with said properties and be binding on all parties having any right, title or interest in the aforesaid properties or any parts thereof, their heirs, successors and assigns, and shall inure to the benefit of all and each of the owners thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Parkglen Civic Improvement Association, Inc., a Texas non-profit corporation, its successors and assigns as established under Charter Number 270277 and approved by the Secretary of The State of Texas, 12 January, 1970.

SECTION 2. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be added or hereinafter be brought within the jurisdiction of the Association.

SECTION 3. "Owners" shall mean and refer to the record owner (including a purchaser at a foreclosure sale, so long as that purchaser has fee, simple title), to any Lot which is a part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

SECTION 4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Lot Owners of Parkglen Subdivision, whether presently owned or acquired later and designated as such. The Common Area shall include, for example but not by way of limitation, all recreation facilities, swimming pools, pumps, trees, landscaping, pipes, wires, conduits and other public property owned by the Association for the use and enjoyment of the Lot Owners.

SECTION 5. "Lot" shall mean and refer to that portion of the plots of land shown upon the recorded subdivision maps or plats of Parkglen, on which there is, or will be built, single family dwellings. There is exempted herefrom the hereinbefore described Common Area along with the other reserves as noted on said subdivision map or plat

SECTION 6. "Affiant" as used herein shall refer to the Association as given the authority to act on the behalf of the Lot Owners as certified and attested thereto by the herein affidavit.

SECTION 7. "Declarant" shall mean and refer to Parkglen Civic Improvement Association, Inc., a Texas Corporation, its successors and assigns.

SECTION 8. "Residential Purpose" as used herein shall be construed to limit the use of the property for single family dwellings and prohibit the use for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, except, however the restriction herein shall not be applicable to the Common Area as herein defined.

SECTION 9. "Tenant" any party who rents, leases, or subleases, with or without consideration, a single family dwelling for any period of time from an owner or owners.

SECTION 10. "Contract Purchaser" any person or entity who purchases from an owner by a contract for deed.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions;

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and
- (b) The right of the Association to suspend the voting rights and the rights of the use of the recreational or other facility owned by or operated by the Association, excluding domestic water, by an owner for any period during which any assessment against his Lot remains unpaid for any infraction of its published rules or regulations, and
- (c) The right of the Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Lot Owners. No such dedication or transfer shall be effective unless an instrument specifying the terms, conditions, or dedication be signed by a majority of the Lot Owners, and
- (d) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgages on such property shall not affect the rights of the Lot Owners hereunder in the individual lots.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and the Restrictions herein, his right of enjoyment to the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgages on such property shall not affect the rights of the Lot Owners hereunder in their individual lots.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot in Parkglen Subdivision which is subject to assessment shall be a member of the Association as long as the Declarant and Association members own Lots within Parkglen. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. There shall be one vote for each Lot Owner. When more than one person or entity holds and interest in any Lot or Lots, all such persons shall be members. The vote for such Lot or Lots shall be exercised as they themselves shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

SECTION 3. The Association Members shall elect Officers and/or Board of Directors for management of the Association's business. Said Officers and/or Board of Directors shall act according to and be directed by:

- (a) The Corporate Charter of the Corporation, and
- (b) The By-Laws of the Association as adopted by the members of same, and
- (c) The Deeds, Covenants, Reservations, Conditions and Restrictions in effect as set forth and duly recorded in the appropriate county or county's Deed Records.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Association, for each Lot with a dwelling thereon owned within the subdivision, hereby covenants, and each Lot Owner, except the Association, of any Lot owned within the subdivision, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so executed as expressed in such deed, is deemed to covenant and agrees to pay to the Parkglen Civic Improvement Association: (1) annual assessments or charges, and (2) special assessments or charges for capital improvements, maintenance and repairs of the Common Areas, and for other such purposes deemed necessary which are recommended by the Board of Directors of the Association. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due and to his successors in title unless expressly assumed by them. In addition thereto, such assessments shall be deemed to be a continuing purchase money obligation, in order to provide for the speedy and effectual enforcement of this provision, each Lot Owner shall, if requested, execute a Deed of Trust on each of his lots or lot within the subdivision on the form prescribed from time to time by the Association.

SECTION 2. Purpose of Assessments. The assessments levied by the Board of Directors of the Association shall be used to promote the health, recreation, safety, and welfare of the residents of Parkglen; for the improvement and maintenance of the Common Areas and of the structures thereon situated.

SECTION 3. Annual Assessments. The assessments levied or made shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine as to be paid by the Lot Owners to provide for the payment of all estimated expenses growing out of or connected

with the maintenance and operation of the general common elements and all other areas which are the obligation of the Association to maintain, which sum may include, but be no way limited to cost of management, taxes, assessments, insurance, landscaping and care of the grounds, common lighting, repairs and renovations, wages, water charges, legal and attorney's fees, the payment of any deficit remaining from a previous period, the creation of necessary reserves as well as other costs and expenses relating to the common elements. The omission or failure of the Board of Directors to fix the assessment for any period shall not constitute or be deemed a waiver, modification or release of the Lot Owners from the obligation to pay the same. Should it appear to the Board of Directors that the then existing annual assessment requires amendment or modification, whether increase or decrease in amount, the said Board shall make appropriate modifications or amendments to the annual assessment, subject to the following limitation enumerated as Section 4 below.

SECTION 4. Maximum Annual Assessment. The maximum annual assessment shall be one hundred twenty (120) dollars per lot, with said assessment being subject to the following limitation, to-wit:

- (a) If recommended by three-fourths (3/4's) of the Board of Directors and endorsed by a majority vote of Lot Owners present or voting by proxy at a regular or special meeting called for such purpose, the said Maximum Annual Assessments can be increased or decreased, but in no event shall said assessment exceed the stated maximum of one hundred twenty (120) dollars per lot per year.

SECTION 5. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including, but not limited to, fixtures and personal property related thereto and for other purposes deemed necessary by the said Board, provided that any such assessment shall have the vote or written approval of a majority of the Lot Owners who are present at the voting either in person or by proxy at a meeting duly called as required herein for the purpose or at a regular meeting of the members of the Association. Any special assessment deemed necessary by the Board of Directors and approved as required herein shall be limited to a maximum of one hundred dollars (\$100.00) for any calendar year; and any amount so set and approved may be paid in one lump sum on or before the due date, paid quarterly at the beginning of each quarter or monthly on the first day of each month during the period of assessment.

SECTION 6. Notice and Quorum. Any action authorized under Section 3.4. or 5 shall be taken at a regular or special meeting called for that purpose, of which written notice of any such proposed action shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, the presence of which the members either present, in person, or represented by proxy entitled to cast a minimum of fifty (50) votes shall constitute a quorum.

SECTION 7. Date of Commencement of Annual Assessment Due. The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of January of the Assessment Year. Any first assessment shall be adjusted and prorated according to the number of months remaining in the Assessment Year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Assessment Year. Written notice of the assessment shall be sent to each Lot Owner. The due dates shall be established by the Board of Directors who shall, upon demand and for a reasonable charge, furnish a certificate signed by and Officer or member of the Board of the Association setting forth whether or not any assessments for a given period have been paid.

SECTION 8. Effect of Non-Payment of Assessments: Remedy of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of the maximum annual interest allowable by law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property chargeable therewith. Each Lot Owner by acceptance of a deed to a Lot expressly vests in the Association through its Board of Directors, the right and power to bring all actions against such Lot Owner personally for the collection of such Assessments and interest charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association or in like manner as in a Deed or Trust lien on the property or by an out-of-court foreclosure, pursuant to the Deed of Trust, if one exists, and such Lot Owners hereby expressly grants and do by these presents grant a power of sale in connection therewith. The Association on behalf of the Lot Owners shall have the power and authority to bid in an interest foreclosed at a foreclosure sale and to acquire, hold, mortgage and convey same; and to subrogate so much of its rights to such liens as may be necessary or expedient to an insurance company continuing to give total coverage, notwithstanding non-payment of such default Lot Owner's portion of the premiums. No Lot Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas or abandonment of his Lot. The remedies provided to the Association in this section are in addition to the right to enforce all restrictions, covenants, conditions, reservations, liens, and charges provided in Article Nine, Section One of this instrument.

SECTION 9. Subordination of Lien to Mortgage. The lien to secure the payment of the Annual Assessment of Special Assessment provided for herein shall be subordinate to the lien of any first mortgage granted by the Lot Owner to secure the payment of monies advanced for any portion of the purchase price or improvement of such Lot or dwelling thereon. The sale or transfer of any Lot pursuant to foreclosure of any first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment on such lot or lots as to payments which became due and payable prior to such sale or transfer. No annual or special assessment provided for herein shall be imposed upon a mortgagee who acquires title to any lot solely as a result of foreclosure or any proceeding in lieu thereof, nor shall such annual or special assessment be imposed upon any lot owned out-right by the FHA or VA. No sale or transfer shall relieve any new owner from the effect of the assessment except that no such Lot Owner shall be liable for payment of assessments on such lot or lots as to payment of assessments which became due prior to foreclosure or any proceeding in lieu thereof

SECTION 10 Exempt Properties All property dedicated to and accepted by a local public authority and all properties owned by a charitable and non-profit organizations exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. No land, Lots or improvements devoted to dwelling use shall be exempted from this section.

SECTION 11. Management Agreements. Each Lot Owner hereby agree to be bound by the terms and conditions of all management agreements entered into by the Board of Directors on the behalf of the Association or by its Officers, provided same is agreed to by three-fourths (3/4's) vote of the said Board, provided no voting member of the Board has a financial interest with any party or entity with whom a management agreement will be executed. A copy of such agreements shall be reduced to writing and available for inspection by the Lot Owners upon reasonable notice and at a reasonable time. All such management agreements shall be made with responsible parties and any portion of the management responsibility may be

delegated to more than one person or any part or portion thereof may be delegated to one or more than one person, providing there is approval of the said Board as above.

SECTION 12 Insurance of Common Area. The Board of Directors of the Association shall obtain and continue in effect blanket insurance on the properties designated as the Common Area and the structures situated thereon to insure same and the Association against risk of loss or damage by fire and other hazards as are covered under standard extended coverage against vandalism, in an amount equal to the maximum replacement value of said buildings, lots of the Common area and structures. The cost, charges and premiums for this insurance shall be a common expense of all Lot Owners and be paid therefore from the Annual or Special Assessments. The Board of Directors shall obtain a comprehensive public liability insurance policy in such limits as it may deem desirable, insuring the Association, its Board of Directors, agents and employees from and against liability in connection with the Common Area, the cost, charges and premiums for same shall be a common expense and be paid therefore from the Annual or Special Assessments.

ARTICLE V.

ARCHITECTURAL CONTROL

SECTION 1. Submission of Plans. No building, fence, wall or other structure which would be visible from any public street or area shall be placed or altered on any lot in Parkglen nor shall any exterior addition to or alteration thereon be made until a set of building plans or proposals, showing the specifications, nature, kind, shape, height, materials, color, and location of such building or addition, as to conformity and harmony of external design with existing structures on the property shall have been submitted to the Board of Directors at a regular meeting of the Board and approved in writing as to harmony of external design and location in relation to the surrounding structures by the Board of Directors of the Association or by an architectural committee composed of three (3) or more persons appointed by the said Board for such purposes. In the event the said Board or committee fails to approve or ratify such design proposal and location within thirty (30) days after the plans have been submitted to it, approval shall automatically be granted and formal approval will not be required as this Article will be deemed to have been fully complied with.

SECTION 2. Power of the Board of Directors or Architectural Committee. The Board of Directors or its designated Control Committee shall have power and authority to reject any plans and specifications that are not in keeping with the construction requirements or architectural design or that is not compatible with the existing designs or with the development of the property, and any and all conditions or circumstances not covered herein shall be decided upon by said Directors or Committee, and its decision shall be final. The Board of Directors or its appointed Committee, at its discretion, is hereby permitted to approve deviation in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval shall be effective only if granted in writing prior to construction and when given, shall become a part of the deed restrictions of that Lot Owner's Lot and Deed. Any person proceeding to build a building, fence, wall, or any other structure as defined in Article V., Section 1, after architectural committee and/or Board of Directors reject such plans or specifications, may be enjoined and restrained by an action instituted by the Board of Directors; and should a court grant such relief, the violating party shall pay all court costs, attorney's fees and related expenses incurred by the Association. The remedies provided to the Association in this section are in addition to the right to enforce all restrictions, covenants, conditions, reservations, liens, and charges provided in Article IX, Section 1 of this instrument.

ARTICLE VI.

EXTERIOR MAINTENANCE

In the event and owner or tenant of any lot in Parkglen shall fail to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3's) vote of said Board, shall notify the offending owner or tenant by written notice what repair, maintenance, and/ or restoration to said premise is necessary to conform said premise with the other lots in Parkglen. If the offending party shall fail to correct each nonconformity within fifteen days after receipt of said written notice or make arrangements with the Board of Directors for their correction, the Board of Directors shall have the right, through his agents or employees, to enter upon said premises and to repair, maintain and restore said premises to the status of conformity with the other lots in Parkglen. If the offending party shall, by force or threat of force, not allow the Board of Directors through its agents or employees to enter upon said premises to correct each nonconformity, the Board may institute legal proceedings, both injunctive and for civil damages; and should the Board be successful in its action against the offending party, and all other related expenses, the cost of such exterior maintenance and any and all attorney fees, court cost, and related expenses shall be added to and become a part of the Assessment to which such lot is or may become subject thereto. The remedies provided to the Association in this section are in addition to the right to enforce all restrictions, covenants, conditions, reservations, liens, and charges provided in Article IX, Section 1 of this instrument.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. Residential Use. No Lot Owner shall occupy or use his lot or structure thereon, or permit the same or any part thereof to be occupied for any purpose other than a private residence of a single family.

SECTION 2. Obstruction of Common Area. There shall be no obstruction of the Common Area nor shall there be stored thereon anything without the prior written consent of the Board of Directors of the Association.

SECTION 3. Structures. Any lot shall not contain not more than one detached single-family dwelling not to exceed two (2) stories in height and a private garage with capacity for not less than two nor more than four cars. The construction of any residence will involve the use of not less than fifty-one (51) percent brick or equivalent masonry around the outside perimeter of the building.

SECTION 4. Floor Area Footage. Any single story residence constructed on any lot herein must have a ground floor area of not less than one thousand (1,000) square feet exclusive of open and screened porches, terraces, driveways, carports, and garages. Any residence other of single story design must have not less than seven hundred (700) square feet of ground floor living area and at least six hundred (600) square feet of upper living area exclusive of open or screened porches, terraces, driveways, carports or garages; except that the structures located within Parkglen Section Four (4) as defined herein, shall not have less than one thousand (1,000) square feet in both upper floor area and lower floor area (combined for living) for dwellings of one and one-half (1 1/2) or two (2) story levels.

SECTION 5. Location. No building shall be located on lot nearer to the front lot line nor nearer to the side lot line than the minimum building set-back lines shown on the recorded map or plat thereof. No side yards at the front building setback lines, so mentioned, shall be less than five (5) feet, except a three (3) foot side yard shall be permissible for a garage or other permitted accessory building located sixty-five (65) feet or more from the front property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building structure; providing, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another adjoining lot or property's vertical space. If two (2) or more lots, or fractions thereof are consolidated into the building site in conformity with the provisions of Section 6 of this Article, these building set-back line provisions shall be applied to such resultant building site as if it were one original, platted or mapped lot.

SECTION 6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having an area of less than six thousand six hundred (6,600) square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within Parkglen if such re-subdivision does not reduce the building site below the minimum lot area affected thereby; it being the intention of this restriction that no building lot within the subdivision shall contain less than six thousand six hundred (6,600) square feet.

SECTION 7. Utilities Easement. Easements for the installation and maintenance and drainage facilities, by whatever name called, are reserved as shown on the recorded map or plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assign, agents, employees or servants to shrubbery, trees or flowers or other property of a Lot Owner situated on the land covered by said easements, except that any such damage caused thereto be reasonable and necessary to the extent required for maintenance and installation of utilities and drainage facilities.

SECTION 8. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Common Area nor shall anything be done thereon which may be or become an annoyance to other Lot Owners. No major repair work on or dismantling of motor vehicles or any other machinery or equipment shall be permitted on any street, driveway or in any yard adjacent to a street or in the Common Area.

SECTION 9. Temporary Structures. No structures of a permanent or temporary character, trailer, mobile home, tent, shack, bar or any other structure or building other than the residence to be built thereon or other structures specifically permitted herein shall be used as a residence, temporarily or permanently; no residence house shall be moved upon any Lot except, however, a commercial tool shed or its equivalent shall be permitted to be located in yard areas not exceed seven (7) feet in height. Any structure permitted herein in excess of seven (7) feet in height shall first be approved by the Architectural Committee or Board of Directors as required under Article V. Any structure permitted hereby shall be placed to the rear of the residence.

SECTION 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be permitted to be raised, housed, bred or kept on any Lot; except, however, that cats, dogs or other common household pets may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any "going" commercial purpose. The intent of this provision is not to prevent the keeping of pets normally associated with a household.

SECTION 11. Oil and Mining Operations. No gas or oil or water drilling or development operations, oil refinery or mining or quarrying operations of any kind or nature shall be permitted on any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structures designed for boring for oil,

water, natural gas or other minerals shall be erected and/or maintained or permitted upon or in any Lot.

SECTION 12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste containers shall be screened by adequate planting or fencing or be kept so as to conceal them from public view except on designated days and special trash collection days. There is hereby reserved in favor of the Association the right to determine the method of garbage disposal and collection; that is, whether it shall be through public authority or private contractors. All equipment for the storage or such trash and garbage shall be kept clean and in a sanitary condition and shall not become noxious or offensive to other Lot Owners.

SECTION 13. Sewage Treatment. No sewage treatment systems, except those necessary for hook-up purposes as required by the general sewage system of Parkglen, shall be permitted on any Lot.

SECTION 14. Use of the Common Area. Except in the individual Lot Owner's yard appurtenant to a residence, no planting or gardening shall be done and no fences, hedges or walks shall be erected or maintained upon said property except such as are installed in accordance with the initial construction and development of the Lot and building thereon or as provided under Article V, Section 1 hereof for the right of ingress or egress or the right of easement as defined herein. The Lot Owners are hereby prohibited and restricted from using any of said property outside the exterior property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all Lot Owners of Parkglen and any addition thereto, maintenance, upkeep and repairs and any residence and Lot shall be the sole responsibility of the Lot Owner and shall not be the responsibility of the Association except as provided in Article VI. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area shall be taken by the Association or its duly delegated authority.

SECTION 1.5. Fences, Walls and Shrubbery. No shrub or tree planting which obstructs site lines at elevations between two (2) and six (6) feet above the surface of the roadbed adjacent to Lot areas shall be planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of the street property lines extended as above. The said site line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alleyway. No trees shall be planted or permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height so as to prevent obstruction of site lines of pedestrians or drivers of automobiles. The general purpose and intent hereof being the prohibition of obstruction of view from motor vehicles to property areas for pedestrian safety. No shrubbery, bushes, trees, flower, or other obstacles may hide or obscure fire hydrants from view of the public roadway next thereto, and in no event shall any object be placed or located nearer than fifteen (15) feet thereto, limiting access or obstructing view. No shrubs, trees or bushes or other obstacles that obstruct or prevent access to any public walkways within Parkglen shall be planted or permitted to remain on any Lot.

SECTION 16. Motor Vehicles. No truck, tractor, trailer, automobile, boat, motor home or other vehicle shall be stored, parked or kept on any driveway of any Lot or street within Parkglen unless such vehicle is in day-to-day use off the premises or used for day-to-day travel; and if such vehicle is not in day-to-day use, such parking shall be allowed for a temporary time only. No vehicle shall be parked or stored on any Lot's lawn area visible from any street except pedal-powered vehicles. No boat trailers, boats, travel trailers,

inoperative automobiles or campers of any kind are to be semi-permanently parked or stored in the public street right-of-way. Permanent or semi permanent storage of such vehicles or items must be screened from public view, either within the garage or behind the residence within the fence which enclosed the rear of the Lot. Semi-permanent as used herein is defined as any time exceeding a twelve (12) hour period of time. A truck or boat, automobile trailer, or other vehicle shall be towed and stored at the expense of the owner of same or Lot Owner in violation of this Section after notice has been given to said party of at least fifteen (15) days. Notice of any violation shall be in writing sent by mail or personal delivery by a member of the Board of Directors. All expenses incurred in the enforcement of this Section shall be the owner's or tenant's obligation and liability. The remedies provided the Association in this Section are in addition to the right to enforce all restrictions, covenants, conditions, reservations, liens and charges provided in Article DC Section 1 of this instrument.

SECTION 17. Window and Wall Air Conditioners. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on any building or structure except as installed so as to not be seen or visible from public areas as sidewalks and public driveways, areas or streets; provided, however, temporary window or wall air conditioners shall be permissible for periods not to exceed thirty (30) days during which time the regular "in-house" unit is defective and in a state of being repaired.

A R T I C L E VIII.

EASEMENTS

An underground electrical system will be installed, or has been installed, which services substantially all of the residential lots within Parkglen. The Lot Owner with underground service shall, at his own expense, furnish, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the Lot Owner's structure to the point of attachment of such company's installed transformers or energized secondary junction boxes, such 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. The Lot Owner 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) for the residence on such Lot. For so long as underground service is maintained, the electric company service to such lots shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

ARTICLE IX.

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or Lot Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, reservations and charges now or hereafter imposed by the provisions of this Declaration. In the event legal proceedings are necessary to enforce any of the provisions of this Declaration, and the tenant or Lot Owner is found in violation of any such provisions, the Lot Owner

or tenant shall be liable for reasonable attorney fees, court costs and related expenses incurred by the Association or Lot Owner enforcing any provisions herein. Failure of the Association or any Lot Owner to enforce any provision herein shall in no event be deemed a waiver to the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one or part of these restrictions or covenants by judgment or court order shall in no ways effect the remaining and other provisions hereof which shall remain in full force and effect.

SECTION 3. Amendment. The covenants, restrictions and reservations contained herein this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is duly recorded, after which time said Declaration shall be automatically extended for successive periods often (10) years. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by not less than a majority of the Lot Owners of Parkglen Subdivision, Section One (1), Section Two (2), Section Three (3), and Section Four (4), cumulatively. Any attempt to change these restrictions and covenants by approval of less than a majority shall be void and of no effect for any lot within the said subdivision, and a change approved by a majority of the Lot Owners of the provisions contained herein shall be valid and binding on all lots within the whole subdivision as though each and every Lot Owner had approved same through assent, and each Lot Owner hereby agrees to covenant and bind his property under the terms hereof Any amendment hereof must be recorded properly in the deed records of Harris County, Texas, and Fort Bend County, Texas, to be of force and effect.

SECTION 4. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations or other business entities, men or women, shall in all cases be assumed as though in each case fully expressed as such.

SECTION 5. Mergers, Consolidations and Annexations. The Association may participate in mergers and consolidations with other non-profit corporations for the same purpose or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of the majority voting membership of the Association and Lot Owners of Parkglen Subdivision.