

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
ASHTON VILLAGE**

THIS DECLARATION, made on the date hereinafter set forth by YORKSHIRE DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as “Declarant” and BENJAMIN FRANKLIN SAVINGS ASSOCIATION, hereinafter referred to as “Lenders”

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

WHEREAS, Declarant is the owner of certain property in Houston, Harris County, State of Texas, which is more particularly described as:

All that certain trace of land out of the William Hardin Survey, A-24, and the Eugene Pillot Survey A-631 in Harris County, Texas, known as ASHTON VILLAGE Subdivision, according to the map or plat thereof recorded in Volume 270, at page 42 of Map Records of Harris County, Texas, SAVE AND EXCEPT, that tract or parcel of land designated Reserve “A” on the map or plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and Lenders hereby join for the express purpose of subordinating and all lien or charge imposed by or provided for in this Declaration.

ARTICLE I

DEFINITION

Section 1. “Association” shall mean and refer to ASHTON VILLAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

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

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and much additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Reserve “A” in Ashton Village Subdivision, according to the Map or Plat thereof recorded in Volume 270 at Page 42 of the Map Records of Harris County, Texas.

Provided however, if in the judgement of the Board of Directors of the Association it is in the best interest of the Association to acquire Lots Nineteen (19) and Twenty (20) in Block Four (4), ASHTON VILLAGE, prior to the time that either of said lots have been improved with a residence and conveyed to a homeowner for residential purposes, and Declarant, in its sole discretions, elects to sell the sold lots to the Association, then in that event, and only in that event, the said Lots Nineteen (19) and Twenty (20) in Block Four (4) ASHTON VILLAGE shall be incorporated in and become a part of the Common Area for all purposes hereinafter set forth. It is expressly provided however that Declarant is not and shall not be under my obligation to convey the said Lots to the Association.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to YORKSHIRE DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purposes of this declaration, “developed lot” shall mean a lot with the street on which it faces opened and improved with utilities installed and ready to furnish utility service to such Lot, and “undeveloped lot” is any Lot which is not a developed lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment 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 make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;
- (b) the right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by the owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;
- (c) the right of the Association to dedicate or transfer for all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.
- (d) the right of Association to the number of guests of Owners using any portion of the Common Area and any facilities located thereon;

- (e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purposes of improving the common Area and facilities and in aid thereof to mortgage said property. No such mortgage shall be effective unless an instrument agreeing to such mortgage, signed by 2/3rds of each class of members, has been recorded. The rights of any such mortgage in said properties shall be subordinate to the rights of the Owners hereunder, and
- (f) Right of the Association to charge reasonable fees for the use of any recreational facilities situated on the Common Area, provided that any fees charged shall first be approved by a vote of two-third (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the date of the meeting, which notice shall set forth the purpose of the meeting.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Classes of Membership. The Association shall have two classes of the voting membership;

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on May 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual or charges, and (2) special assessments for capitol improvements, such assessments to be established and collected hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and the security of property, in the properties, for the improvement and maintenance of the Common Area, and for the improvement and maintenance of the medians and in the streets in the subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year, without

a vote of the membership in with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C) for the year ending with the preceding month of July, or by above the maximum assessment for the preceding year, whichever increase is greater.

- (b) From and after January 1 of each year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased at a rate greater than the increase in the Consumer Price Index, set forth in Paragraph (a) of this Section 3, or above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the date of the meeting, which notice shall set forth the purpose of the meeting.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the of two – thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called to the same notice requirement, and the required quorum at the subsequent meeting shall be one

– half (1/2) of the required quorum at the preceding meeting. Such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

- 1) Owners as defined herein shall pay for 100% both annual and special assessments;
- 2) The Declarant and its successors as defined herein shall pay 50% of both annual and special assessments attributable to their lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates- The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to an owner for use as his residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments. Remediation 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 six (6) percent per annum. The Association may bring same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No buildings or improvements of any character shall be or placed or the thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, harmony of external design with existing and proposed structures and as to location with respect to topography and finished grade elevation. The initial members of the Architectural Control Committee shall be Harvin C. Moore, Jr., Tyler D. Todd, and Jerry L. York. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Ashton Village Homeowners Association when one hundred percent (100%) of all Lots in Ashton Village are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval

or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

ARTICLE VI

USE RESTRICTIONS AND EASEMENTS

Section 1. Single Family Residences. No Lot within the Subdivision shall be used except for residential purposes provided, however, that until the Declarant, its successors or assigns shall have sold all of the lots in the subdivision, a field office may be located and maintained on one lot by Declarant, its successors, assigns or agents, the location of which field office may be changed from time to time as the lots are sold, and a builder constructing a residence or residences in the Subdivision may place a field office or sales offices on a lot or lots during said construction, provided that the approval of the Declarant is first had and obtained. The term “residential purposes” as used herein excludes hospitals, clinics, apartment houses, boarding houses, hotels and all commercial and professional uses; all such uses of property in the Subdivision are hereby prohibited. No building shall be erected, altered or permitted to remain on any Lot other than one single family residential dwelling, a private garage for not more than three (3) quarters, which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed full-time on the premises by the family occupying the main residence, and no room(s) in the dwelling and no space in any other structure shall be let or rented. The provisions of this Section 1 shall not preclude the main residential structure, together with all other structures located on the lot, from being leased or rented in their entirety as a single residence to one family or person, provided however that no rental or lease shall be for a term of less than thirty (30) days.

Section 2. Location Improvements upon the Lot. All improvements hereinafter constructed on any Lot shall be located as follows:

- (a) No building or other improvements shall be located on any Lot nearer to the street sideline than the minimum building setback line shown on the reordered plat. Subject to the provisions of Section 6, no building shall be located nearer than five (5) feet to an interior side property line, except that a garage or other permitted accessory building located fifty (50) feet or more from the front property line of such Lot may be a minimum distance of three (3) feet from an interior side property line.
- (b) In the event any garage constructed on any Lot is situated so that the garage door(s) face(s) the side property line of such Lot, the said garage and other permitted improvements shall be located not nearer than then (10) feet from the front property line of any such Lot. For the purposes of this Section 2, the garage door(s) shall be deemed to face the side property line, if the wall of the garage containing such doorway is substantially parallel to such side property line.
- (c) In the event any garage constructed on any Lot is situated so that the garage door(s) face(s) the front property line of such Lot, the said garage shall be located nor nearer then fifty (50) feet from the front property line of such Lot and the main residence and any other permitted improvements shall be located not nearer than fifteen (15) feet from the front property line of such For the purposes of this Section the garage door(s) shall be deemed to face the front property line if the wall of the garage containing such doorway is not substantially parallel to the side property line of such Lot, as required in Sub-section 2(b) hereof.
- (d) For the purposes of this covenant, or restriction, caves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 3. Minimum Square Footage Within Improvements-

The living area in the main residential structure (exclusive of one story open porches and garages) shall not be less than one thousand eight hundred (1800) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in those instances in which, in their sole judgement, such deviation will result in a more common beneficial use. Such approvals must

be granted in writing and when given will become part of these restrictions to the extent of the particular Lot involved.

Section 4. Height of Buildings. No building erected on any Lot (except chimneys attached to the main dwelling) shall exceed the height of twenty-four (24) feet, plus the height of an inclined roof, the angle of incline of which shall not exceed 45 degrees, except that the overall height of a building may be increased upon prior written approval of the Architectural Control Committee.

Section 5. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall not be less than fifty-one per cent (51) masonry, unless otherwise approved by the Architectural Control Committee.

Section 6. Composite Building Site(s). Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into single-family residential building site(s), with the privilege of placing or constructing improvements on such site(s), in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

Section 7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Section 8. Utility Connections. The owner of each lot on which permanent improvements are being constructed shall, prior to the time that such improvements are occupied (either temporarily or permanently), connect such improvements to the public water and sewage facilities, at the owner's expense.

Section 9. Prohibition of Trade and Offensive Activities. No activity which is not related to single family residential purposes, whether for profit or not, shall

be carried on any Lot. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. No machinery, appliances, mechanical equipment, motor homes, boats, or trailers of any kind shall be placed, operated or maintained on the driveway of any lot within view of any street. Declarant, or its assigns, may maintain, as long as it owns property in Ashton Village, in or upon such portions of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Ashton Village), to use residential structures, garages or other permitted accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this shall be operative and in effect only during the construction and initial sales period.

Section 10. One of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. For the purposes of this section, a mobile home trailer shall be considered as being of temporary character, whether permanently immobilized and connected to utilities or not. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 11. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No boat trailers, boats, travel trailers, campers or inoperative vehicles of any kind shall be parked, kept, or stored in the public street right-of-way or forward of the front building line for more than a total of twenty-four (24) hours during any one calendar month.

Section 12. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Walls, Fences and Hedges. No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such lot, nor on the corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Approval of the Architectural Control Committee shall be obtained prior to the erection of any wall, fence or hedge on any lot. For the purposes of this Section 13, a hedge shall be defined as a row of bushes, shrubs or trees which, at natural maturity, may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and

sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

Section 15. Signs, Advertisements, Billboards. No signs, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise the property during the construction and sales period and a sign or signs erected at the entrance(s) of the subdivision as permanent identification thereof. Declarant or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 16. Roofing Material. The roof of any building including any separate garage shall be constructed of or covered with (1) wood shingles or (2) clay or concrete tiles or other materials comparable in quality, weight and color to wood shingles and clay or concrete tiles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 17. No outside Antenna. No antenna or other electronic receiving device of any type shall be erected, constructed, placed or permitted to remain on any Lot or on the exterior or roof of any house or building. One or more antennas or other devices for the purposes of receiving electronic signals may be placed in the attic space of any house or building, provided that the same are not visible in any manner from outside such house or building. In no event shall any antennas or other electronic receiving device be used for transmitting electronic signals of any kind.

Section 18. Lawful Purposes. No lot in the Subdivision, or any part thereof, shall be used for any purpose in the violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations relating to or affecting the use, occupancy or possession of

any of the said sites. All building lots and plots are subject to the rules and regulations pertaining to and available from all governmental bodies having jurisdiction over the development of building lots and plots, construction of buildings and operation of all public facilities within the subdivision. The Architectural Control Committee may persist such variances as are required to comply with this section.

Section 19. Domestic Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. No resident of any lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's lot unless leashed and accompanied by a member of such resident's household.

Section 20. Swimming Pool Fences. All private swimming pools shall be completely enclosed by a solid wood fence-type enclosure, being not less than four (4) feet nor more than eight (8) feet in height and having pickets spaced not more than three (3) inches apart. All openings to any such enclosure shall be closed with a self-closing gate of the same construction as the fence. No exterior surface of the enclosure shall provide a hand-hold or foot-hold. The requirements of this Section are cumulative of and in addition to the requirements of Section 12 of this Article VI.

Section 21. Sidewalks. Each lot owner, whose side lot line adjoins Richmond Avenue, Skymeadow Drive or Westpark Drive, shall install and maintain at his expense a sidewalk four feet (4') wide of the type and quality approved by the Federal Housing Administration which must completely meet and adjoin the abutting sidewalks on the adjoining property, though the Architectural Control Committee may permit variances thereto. All sidewalks constructed in the subdivision by each said lot owner shall comply with all local, State and federal requirements, particularly with respect to ramps at street intersections.

Section 22. Violations Not Affecting Mortgages. Any violation of any of the covenants, agreements, reservations, easements, and restriction contained herein shall not inpair or affect the rights of any mortgages, trustee, or

guarantor under any mortgage or Deed of Trust or the assigns of any mortgages, trustee, or guarantor, under any such mortgage or Deed of Trust outstanding against the said property at the time that the covenants agreements, reservations, restrictions, or covenants may be violated.

Section 23. Underground Electrical Service. Underground single phase electric service shall be available to all residential buildings in the subdivision, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. The utility company furnishing the service shall have a two foot (2') wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the structure for service and maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electric service to each dwelling shall be uniform and exclusively of the type known as single phase, 120/140 volt, 3 wire, 60 cycle alternating currents. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant or Builder makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or other improvements of the owner located on the land covered by said easements.

Section 24. Common Area. In the event that the Association acquires Lots 19 and 20. Block 4 of ASHTON VILLAGE as provided in Article I, Section 4 hereof, and only in such event, the said Lots 19 and 20, Block 4 shall be exempt from assessments imposed hereunder and from any and all such use restrictions as would prevent or interfere with its use for recreational facilities and for the common use and enjoyment of the Owners.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

- (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.
- (b) Additional land within the area presently within or hereafter incorporated into Candlewood Utility District in Harris County, Texas, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument.

IN WITNESS WHEREOF, the undersigned being the Declarant and Lender as herein set forth, have hereunto set their hands and seals this 7th day of July, 1978.

DECLARANT

YORKSHIRE DEVELOPMENT COMPANY

BY _____.

Tyler D. Todd, President

LENDER

BENJAMIN FRANKLIN SAVINGS ASSOCIATION

BY _____.

H. C. WOOD, President

BEFORE ME, the undersigned authority, on this day personally appeared TYLER D. TODD, President of YORKSHIRE DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the name for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 7 day of July, 1978.

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me the undersigned authority, on this day personally appeared H. C. WOOD, President of BENJAMIN FRANKLIN SAVINGS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12th day of JULY, 1978.

**AMENDMANT
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ASHTON VILLAGE**

THE STATE OF TEXAS I

COUNTY OF HARRIS I KNOW ALL MEN BY THESE PRESENTS :

I

WHEREAS, by the Declaration of Covenants, Conditions, and Restrictions recorded under County Clerk's File No. F681031, of the Real Property Records of

Harris County, Texas, hereinafter called "Declaration", YORKSHIRE DEVELOPMENT COMPANY, a Texas Corporation, hereinafter called "Declarant", and HOUSTON NATIONAL BANK, successor to the lien held by BENJAMIN FRANKLIN SAVINGS ASSOCIATION, hereinafter called "Lender", together created to certain tract of land, hereinafter referred to as the "property", and more particularly described as follows:

All that certain tract of land out of the William Hardin Survey, A-24, and the Eugene Pillot Survey A-631 in Harris County, Texas, known as ASHTON VILLAGE Subdivision, according to the map or plat thereof recorded in Volume 270, at Page 42 of the Map Records of Harris County, Texas, SAVE AND EXCEPT that tract or parcel of land designated Reserve "A" on the map or plat thereof.

WHEREAS, the Declaration provided that it may be amended during the first twenty (20) year period by an instrument signed by not less than 90% of the lot owners and thereafter by an instrument signed by not less than 75% of the lot owners.

WHEREAS, the Ashton Village Homeowner's Association has determined that it is in the best interest of the Association that a fewer number of lot owners be required in order to amend the Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the undersigned Declarant, Lender and landowner's hereby amend and adopt the following to the Declaration of Covenants, Conditions and Restrictions of Ashton Village, as recorded under Harris County Clerk's file number F-681031, as follow:

I.

Article I, Section 4 is hereby amended to read as follows:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less that two-thirds 66-2/3 percent of the Lot Owners. Any amendment must be recorded.

and the Declaration of Covenants, Conditions and Restrictions is hereby modified as is hereinabove set out.

Except as expressly modified and amended by this instrument the original Declaration of Covenants, Conditions and Restrictions of Ashton Village presently on file under County Clerk's File No. F681031 of the Real Property Records of Harris County, Texas, shall remain unchanged and in full force and effect.

Executed by Yorkshire Development Company this the ____ day of _____, 1981.

YORKSHIRE DEVELOPMENT COMPANY

AMENDMANT
OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ASHTON VILLAGE

THE STATE OF TEXAS I

COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded under County Clerk’s File No. F681031, of the Real Property Records of Harris County, Texas, hereinafter called “Declaration”, YORKSHIRE DEVELOPMENT COMPANY, a Texas Corporation, hereinafter called “Declarant” and HOUSTON NATIONAL BANK, successor to the lien held by BENJAMIN FRANKLIN SAVINGS ASSOCIATION, hereinafter called “Lender”, together created certain Covenants, Conditions and Restrictions applicable to Ashton Village a certain tract of land, hereinafter referred to as “property” and more particularly described as follows:

All that certain tract of land out of the Williams Hardin Survey, A-24, and the Eugene Pillot Survey A-631 in Harris County, Texas, known as ASHTON VILLAGE Subdivision, according to the map or plat thereof recorded in Volume 270, at Page 42 of the Map Records of Harris, County, Texas, SAVE AND EXCEPT that tract or parcel of land designated Reserve “A” on the map or plat thereof.

WHEREAS, the Declaration provides that there shall be no antenna or other electronic receiving devices constructed or placed on any lots or on the exterior or roof of any house or building.

WHEREAS, the Ashton Village Homeowner’s Association has determined that it is the best interest of the Association to allow exterior antennas in the back of buildings provided that they do not exceed eight feet (8’) in height.

Now THEREFORE, the undersigned Declarant, Lender and landowner’s hereby amend and adopt the following to the Declaration of Covenants, Conditions, and Restrictions of Ashton Village, as recorded under Harris County Clerk’s file number F-681031, as follows:

I.

Article VI, Section 17 is hereby amended to read as follows:

No antenna or other electronic receiving device of any type shall be erected, constructed or placed or permitted to remain on any lot or on the exterior or roof of any house or building except for the following: one antenna may be erected in the backyard if its maximum height is eight (8) feet from the ground level and an eight (8) foot wooden fence encloses the entire backyard.

One or more antennas or other devices for the purposes of receiving electronic signals may be placed in the attic space of any house or building, provided that the same are not visible in any manner from outside such house or building. In no event shall any antennae or other electronic receiving device be used for transmitting electronic signals of any kind.

and the Declaration of Covenants, Conditions and Restrictions is hereby modified as is hereinabove set out.

Except an expressly modified and amended by this instrument, the original Declaration of Covenants, Conditions and Restrictions of Ashton Village presently on file under County Clerk's File No. F681031 of the Real Property Records of Harris County, Texas, and any amendments thereto shall remain unchanged and in full force and effect.