

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 :

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

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 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.

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 any and all liens which they may hold to the easements, restrictions, covenants, and conditions herein imposed, provided, however, that such subordination shall in no event extend to any lien or charge imposed by or provided for in this Declaration.

ARTICLE I

DEFINITIONS

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 a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such 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 judgment 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 discretion, elects to sell the said 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 any 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 and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped lot" is any Lot which is not a developed lot.

ARTICLE II

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 all or any 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 the Association to limit 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

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for the purpose 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 mortgagee 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-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.

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 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 ASSESSMENTS

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 assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as 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, 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 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 esplanades 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 (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year, without a vote of the membership in conformance 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 5% above the maximum assessment for the preceding year, whichever increase is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased at a rate greater than the increase in the Consumer Price Index, as set forth in Paragraph (a) of this Section 3, or above 5% 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 Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent 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 or 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. No 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 100% for 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 thirty (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 assessments 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: Remedies 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 an action at law against the Owner personally obligated to pay the 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 erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, 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 the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. 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) cars and bona fide servants' 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 of the 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 recorded 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.

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(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 ten (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.

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(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 not nearer than 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

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BASE - 20M. PLING.

line of such Lot. 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, eaves, 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 judgment, 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 roof shall not exceed 45°, 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 be not 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 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. Use 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 slighty 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 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 sign, 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 Antennae. 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 antennae 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.

Section 18. Lawful Purposes. No lot in the Subdivision, or any part thereof, shall be used for any purpose in 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 permit 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 Mortgagees. Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not impair or affect the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust or the assigns of any mortgagee, 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, 120/240 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 judgment 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 27th day of July, 1978.

DECLARANT

YORKSHIRE DEVELOPMENT COMPANY

BY [Signature]
TYLER D. TODD, President

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LENDER

BENJAMIN FRANKLIN SAVINGS ASSOCIATION

BY [Signature]
H. C. Wood, President

ATTEST

[Signature]
Irving Garcia, Assistant Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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 same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th day of July, 1978.

[Signature]
NANCY STRAND
Notary Public in and for Harris County,
The Commission Expires on _____
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS 1

COUNTY OF HARRIS 1

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 acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

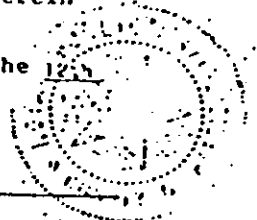
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12th day of July, 1978.

Commission Expires

12-20-79

Deborah G. Hilton

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S
Deborah G. Hilton



NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 12-20-79

NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 12-20-79

SPRINGFIELD
TEXAS

200-11-1184

Ashton

4230481

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

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

001-85-1053

173.75
15

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 the "property", and more particularly described as follows:

173.75
15

All that certain tract of land out of the William Hardin Survey, A-24, and the Eugene Pilot 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.

173.75
15

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 Lot owner 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:

[Handwritten signature]

I.

Article VII, Section 3 is hereby amended to read as follows:

Ret
ASHTON VILLAGE HOA

001-85-1854

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 than 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 16 day of November, 1981.

ATTEST:

YORKSHIRE DEVELOPMENT COMPANY

Harri C. Moore
Secretary

By: *Tyler D. Todd*
Tyler D. Todd, President

EXECUTED by Houston National Bank this the 13 day of November, 1981.

ATTEST:

HOUSTON NATIONAL BANK

Leif C. Bolton
Cashier Real Estate Officer

By: *David A. Pollers*

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

H238480

001-85-1796

AMENDMENT
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 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 Pilot 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 lot or on the exterior or roof of any house or building.

WHEREAS, the Ashton Village Homeowner's Association has determined that it is in 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:

Ret
Ashton Village HOA

1/21/60
RECORDED
1960 JAN 21 11 11 AM

001-85-1797

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 antennae 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 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, and any amendments thereto shall remain unchanged and in full force and effect.

EXECUTED by Yorkshire Development Company this the 11th day of November, 1981.

ATTEST:

YORKSHIRE DEVELOPMENT COMPANY

[Signature]
Secretary

By: [Signature]
Tyler B. Todd, President

(86)

EXECUTED by Houston National Bank this the 13 day of November, 1981.

ATTEST:

HOUSTON NATIONAL BANK

[Signature]
Charles Real Estate Officer

By: David G. Pollino

Protr

002-87-0679

4255295

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

W

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

*15750
B*

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 the "property" and more particularly described as follows:

12/07/81 08:45:33 H25292 1077

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 provides that a certain parcel land be reserved to the Homeowner's Association as a common area for the use and benefit of the land owners and further allows the Association to acquire certain additional lots.

WHEREAS, the Ashton Village Homeowner's Association has determined that it is in the best interest of the Association that the additional lots to be purchased by the Association for the common area, should be different than the lots set out in the Declaration.

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

002-67-1580

"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 on Page 42 of the Map Records of Harris County, Texas.

Provided however, if in the judgment of the Board of Directors of the Association it is in the best interest of the Association to acquire lots One (1) and Two (2), in Block Four (4), Ashton Village, then in that event, and only in that event, the said Lots One (1) and Two (2) in Block Four (4), Ashton Village, shall be incorporated in and become a part of the Common Area for all purposes hereinafter set forth. The Declarant shall advise the Board of Directors in writing when only twenty (20) percent of the lots in Ashton Village remain yet unimproved with a home. If the Board of Directors does not act on the purchase within ninety (90) days of such written notice, then and only in that event the Declarant shall have the right to sell the lots One (1) and Two (2) of Block Four (4) to other than the Ashton Village Homeowners Association. The Board will be under no obligation to buy the lots, but it will have the option of doing so.

II.

Article VI, Section 24 is hereby amended to read as follows:

Common Area. In the event that the Association acquires Lots One (1) and Two (2), Block Four (4), of ASHTON VILLAGE as provided in Article I, Section 4 hereof, and only in such event, the said Lots One (1) and Two (2), Block Four (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.

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 16th day of November, 1981.

ATTEST:

YORKSHIRE DEVELOPMENT COMPANY

[Signature]
Secretary

By: [Signature]
Tyler D. Todd, President

(110) / (5)