

BRAESWOOD PLACE HOMEOWNERS ASSOCIATION



4010 Blue Bonnet, Suite 115
P.O. Box 20486
Houston, Texas 77225-0486
Tel.: (713) 666-7248
Fax.: (713) 666-0677

Southern Oaks 1

Attached is a copy of the restrictions you requested. Braeswood Place Homeowners Association, its agents and officers make no guarantee as to their accuracy and application. Therefore, you should consult your attorney to review the restrictions and their application to the property in question. Furthermore, there are City of Houston and other regulatory ordinances that do affect the use of your property. Consult with your attorney and/or the City of Houston/Harris County as to what additional rules and regulations govern the use and enjoyment of your property.

Braeswood Place Homeowners Association

AMENDMENT TO AND RESTATEMENT OF DECLARATION AND RESTRICTIONS

12/20/95 200101504 R 714639

\$99.25

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

On December 28, 1948, Southern Oaks, Inc. executed that certain instrument (herein called the "Declaration"), recorded in Volume 1866, Page 403 of the Deed Records of Harris County, Texas, as amended by instrument recorded in Volume 2035, Page 701 of the Deed Records of Harris County, Texas; and

The Declaration imposes certain restrictions on the lots comprising SOUTHERN OAKS, SECTION ONE (1), an addition to the City of Houston, Harris County, Texas, as per plat ("Plat") of said addition filed in the Office of the County Clerk of Harris County, Texas, under Harris County Clerk's File No. 575081 and recorded in Volume 28, Page 73, of the Map Records of Harris County, Texas (the "Subdivision"); and

Owners of property in the subdivision have executed and filed for record a (i) First Amendment to Restrictive Covenants for Southern Oaks, Section One, filed under Harris County Clerk's File No. M786816 and recorded in the Official Public Records of Real Property of Harris County, Texas ("First Amendment"); (ii) an Amended Restrictions and Covenants Governing Property, and Lots in Southern Oaks, Section One, an Addition in Harris County, Texas dated March 17, 1991, filed under Harris County Clerk's File No. N333555 and recorded in the Official Public Records of Real Property of Harris County, Texas ("Second Amendment"); (iii) Amendment to Restrictions, dated October 30, 1991, and filed for record under Harris County Clerk's File No. N489146 and recorded in the Official Public Records of

RETURN TO

Rebecca L. Urquhart 012194
1770 St. James Place, #505
Houston, Tx 77056-3405

Real Property of Harris County, Texas ("Third Amendment"); and (iv) Amendment to Restrictions filed under Harris County Clerk's File No. P501776 and recorded in the Official Public Records of Real Property of Harris County, Texas ("Fourth Amendment"); and

On July 16, 1992, the owners of certain lots in the Subdivision executed that certain instrument filed for record under Harris County Clerk's File No. N781124 and recorded in the Official Public Records of Real Property in Harris County, Texas, ("University Square Covenants"), as supplemented by certain instruments filed under Harris County Clerk's File Nos. P316646, P496440, and P-501776 ("Supplements").

By the terms of the Declaration, the covenants and restrictions set forth therein may be changed in whole or in part by vote of a majority of the then owners of the lots in the Subdivision; and

The undersigned constitute Owners of a majority of the Properties; and

The undersigned have voted and agreed to change the covenants and restrictions set forth in the Declaration, as amended by the First Amendment, the Second, the Third, and the Fourth Amendment, and as set forth in the University Square Covenants, and Supplements;

NOW, THEREFORE, the undersigned hereby ratify and confirm that they have the power to change the covenants and restrictions set forth in the Declaration, as amended; and by their signatures below, the undersigned Owners declare their collective agreement to change said covenants and do hereby amend, supplement, and restate the Declaration, University Square Covenants, and the above-described amendments and supplements as follows:

ARTICLE I. DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the

Architectural Control Committee for Braeswood Place Homeowners Association, Inc., and its successors or assigns.

Section 2. "Association" shall mean and refer to Braeswood Place Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors for Braeswood Place Homeowners Association, Inc., and its successors or assigns.

Section 4. "Common Area" shall mean and refer to all property owned by the Association for the common use and benefit of the Owners, if any.

Section 5. "Declaration" shall mean and refer to that certain instrument recorded in Volume 1866, Page 403, et seq. of the Deed Records of Harris County, Texas, and all amendments thereto.

Section 6. "Gramercy Park" shall mean and refer to the property, whether Lots or Townhouse Lots, contained in Lots One (1) through Eight (8), inclusive, in Block One (1) of Southern Oaks, Section One (1).

Section 7. "Lot" and/or "Lots" shall mean and refer to any of the platted lots located in the Subdivision.

Section 8. "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Lot or Townhouse Lot.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Townhouse 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 and those having only an interest in the mineral estate.

Section 10. "Properties" shall mean and refer to the Lots, located in the Subdivision.

Section 11. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of the declaration filed under Vol. 1866, Page 403, et seq. of the Deed Records of Harris County, Texas, as amended and supplemented, and thereafter brought within the jurisdiction of the Association, and platted and/or known as Southern Oaks, Section One (1).

Section 12. "Townhouse Lot" and/or "Townhouse Lots" shall mean and refer to any Lots or subdivided portions of Lots contained in the property described herein as "University Square" or "Gramercy Park."

Section 13. " University Square" shall mean and refer to the property, whether Lots or Townhouse Lots, contained in Lots One (1) through Sixteen (16) inclusive, in Block Two (2), and Lots Two (2) through Nine (9), inclusive, in Block Three (3), of Southern Oaks, Section One (1).

ARTICLE II. GENERAL PROVISIONS

Section 1. TERM. The covenants and restrictions as contained in the Declaration are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years.

The Declaration may be amended, extended, or terminated at any time by an instrument signed by at least fifty-one percent (51%) of all Owners and properly recorded in Harris County, Texas.

Section 2. ENFORCEMENT. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Owner to initiate or prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations or both. Failure by any Owner or the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Section 4. INTERPRETATION. If these amendments or declarations or any word, clause, sentence, paragraph or other part thereof shall be susceptible to conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall control.

Section 5. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE III. RESTRICTIONS

Section 1. RESIDENTIAL PURPOSE. No Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose.

Section 2. NUISANCES. No noxious or offensive activities shall be carried on upon

any Lot, Townhouse Lot, or tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl of any kind shall be kept on any Lot or Townhouse Lot, except that dogs, cats or common household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes or in any manner that would constitute a health hazard.

Section 3. DRIVEWAYS. Circular driveways are permitted only on Lots with frontage width in excess of sixty-five (65) feet.

Section 4. TYPE OF CONSTRUCTION. This section shall not apply to the Townhouse Lots. All residences or main buildings constructed on any lot shall be constructed of at least seventy-five per cent (75%), exclusive of openings, brick veneer, stone, stone veneer, concrete, stucco or other masonry type of construction, it being understood that this does not include garages or outbuildings. All garages, porte-cocheres, carports, and outbuildings on any Lot shall be constructed of materials that shall correspond in style, color and architecture to the main residence structure on the Lot on which such garage, porte-cochere, carport or outbuilding is located.

No trailer, tent, shack, recreational vehicle, or barn erected in this Subdivision shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a Lot in the Subdivision without the approval of the Architectural Control Committee. Except for temporary use in construction activities, no trailer, tent, shack, recreational vehicle, mobile home, non-motorized or inoperative vehicle, machinery, equipment of any kind, or boat shall be placed upon any Lot or Townhouse Lot, easement, right-of-way or common area where any portion of

it is visible from any public street.

Section 5. RESIDENTIAL CONSTRUCTION.

a. The Townhouse Lots in University Square are subject to the terms, covenants, conditions, and restrictions contained in Paragraphs 3, 4, and 7 on pages 2 and 3 of the Third and Fourth Amendment, and the University Square Covenants.

The last sentence of Paragraph 5.8 of the University Square Covenants and related Supplements is hereby amended and supplemented to declare as follows: Except for Lots 2, 3, 4, 5, 6, and 7 of Block 3, without limiting the generality of the foregoing, there is hereby established a minimum side setback for all structures and improvements of three feet (3') from the side property line of each Platted Subdivision Lot; it being permissible, however, to construct within said side setback utility facilities (including without limitation heating, air conditioning and ventilation equipment), fences, patios, decking and similar improvements. Lots 2, 3, 4, 5, and 6 of Block 3 shall have no side setback, and Lot 7 of Block 3 shall have a three foot (3') setback on the west side of that Lot only.

b. This section 5 shall not apply to the Townhouse Lots in Gramercy Park.

c. For all Lots other than those described in Section 5 (a) and (b) above, no building shall be erected, altered, or permitted to remain on any Lot not described in the preceding subsections (a) and (b) other than one (1) detached single-family dwelling unit, used for residential purposes only, and not to exceed two and one half (2 ½) stories in height, and an attached or detached garage or porte-cochere. A one story dwelling unit on any Lot shall contain not less than 2000 square feet of living area, and a two or two and one half story dwelling unit on any Lot shall contain not less than 2300 square feet of living area unless the

Architectural Control Committee agrees to the contrary in writing. All computation of living area shall be exclusive of open or screened porches, terraces, patios, driveways, porte-cocheres and/or garages, and measurement shall be to the face of the outside walls of the living area. No garage shall be greater in height than two and one half (2 ½) stories. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex units, garage apartments, or apartment houses; provided that this provision shall not preclude the main residence structure from being leased or rented in its entirety as a single residence to one family or person, nor any garage apartment from being occupied by domestic servants, or dependent brothers, sisters, parents, grandparents, or children.

Section 6. OTHER STRUCTURES, ANTENNAS. Other than a garage, no structure, including without limitation, radio or television aerial wires or antenna, shall extend above the roof line of the main residential structure on any Lot. No satellite reception dishes shall be permanently erected or placed on any Lot beyond any side building setback line or where any portion of it is visible from any public street, nor shall they be in excess of eight (8) feet in height. Any swimming pool and its surrounding aprons or decks shall be located at least three (3) feet from any Lot line.

Section 7. BUILDING LINES. This Section 7 shall not apply to the Townhouse Lots. The University Square Townhouse Lots are subject to the terms of Paragraph 2 on Page 2, and Paragraphs 5, 6, and 7 on page 3 of the Fourth Amendment and the University Square Covenants. No building shall be located nearer to the front line or nearer to the side street line than the building set back lines as shown on the recorded plat. No building shall be located nearer than five (5') feet to any inside Lot line except that the side line restriction shall not apply

to a detached garage or other outbuilding located on the rear one-quarter of the Lot. Any detached garage or other outbuilding shall be located at least three (3') feet from the side line. No main dwelling or attached garage shall be located on any interior Lot nearer than 25 feet to the rear lot line.

With the written approval of the Architectural Control Committee and any applicable governmental rules, regulations or ordinances, any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site, in which case the front footage at the building set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.

Section 8. EASEMENTS. Easements affecting all Lots in the Subdivision are reserved as shown on the recorded plat for utility installation and maintenance.

Section 9. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent, or advertising or giving notice of construction or renovation during the construction or sales period.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Townhouse Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts, or derrick or other structure designed for use in boring for oil or natural gas be permitted upon or in any Lot or Townhouse Lot.

Section 11. GARBAGE AND REFUSE DISPOSAL. No Lot or Townhouse Lot shall

be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste from normal residential requirements shall not be kept except in sanitary containers. Trash or waste resulting from construction or improvements on any Lot or Townhouse Lot will be permitted for a reasonably temporary period. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. SIGHT DISTANCE AT INTERSECTIONS; FENCES. This paragraph shall not apply to the Townhouse Lots. No object or thing which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the intersecting curb or street edge lines and a line connecting them at points 25 feet from the intersection of the curb or street edge lines, or in the case of a rounded property corner, from the intersection of the curb or street edge lines extended. On any Lot, no object or thing which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within ten feet from the intersection of a curb or street edge line with the edge of a driveway or alley pavement.

On the Townhouse Lots, no fence, wall, tree, hedge, or shrub planting which obstructs traffic sight lines at any roadway intersection shall be permitted.

No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building setback lines and shall not exceed eight (8) feet in height. On corner Lots, fences will be permitted beyond the side building setback line with the following restrictions: on the street side of any corner Lot, a fence may be erected that shall not extend past the front building setback line not exceeding six (6) feet in height connecting pillars of no more than seven (7) feet in height and at least six (6) feet apart; the fencing materials must be

ornamental iron and the pillars of such fences shall be constructed of brick, masonry or stucco materials that shall correspond in style, color, and architecture to the main residence structure on the Lot on which the fence is located. It shall also be permissible to construct a fence or wall along the eastern and northern borders of the Subdivision.

Notwithstanding the above restrictions regarding building setback lines and sight lines, it shall be permissible to construct a decorative wall along the (a) eastern property line of Lot 1 of Block 3 and of Lot 1 and 16 of Block 2 at such Lots' intersection with Buffalo Speedway and (b) western property line of Lot 8 of Block 2; provided that such walls are otherwise in compliance with the aesthetic aspects of the remaining restrictions.

No chain link fence shall be erected on any Lot forward of the rear building setback line (25 feet from the rear Lot line), except temporarily during construction activities, without the express prior approval of the Architectural Control Committee.

Section 13. LOT MAINTENANCE. The Owner or occupant of each Lot or Townhouse Lot shall at all times keep the yards and improvements on such Lot or Townhouse Lot, including the house, the garage, all paved surfaces and all painted surfaces, in a neat, well-maintained and attractive condition. In the event an Owner of any Lot or Townhouse Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association may notify the Owner or occupant of such Lot or Townhouse Lot that maintenance is required. If the Owner or occupant fails to place such Lot or Townhouse Lot within full compliance with this Section 13 after 30 days of delivery or mailing of the notice, then the Association, without liability or limitation of the Association's other legal remedies, shall have the right to enter upon said Lot or Townhouse Lot to repair,

maintain, or restore the Lot or Townhouse Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot or Townhouse Lot is subject.

Section 14. SIDEWALKS IN UNIVERSITY SQUARE. Prior to completion of the construction of any residence on a Townhouse Lot in University Square, the owner or owners of such Townhouse Lot shall construct a sidewalk along Maroneal Street (the public street abutting such Townhouse Lot) in conformity with all applicable building ordinances.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

This Article shall not apply to the Townhouse Lots.

Section 1. POWERS AND MEMBERSHIP. The Board of Directors shall have all the powers and duties of architectural control and approval of building and construction plans, and such powers and duties shall be delegated to an Architectural Control Committee. The appointment, term, duties and powers of that committee and the procedures for approval of plans will be governed by the By-Laws of the Association.

Section 2. NO LIABILITY. The Architectural Control Committee, the individual members and designees of the Architectural Control Committee, the Association and the members of the Board of Directors of the Association shall have no liability in connection with services rendered on behalf of such Committee, or on behalf of the Association, or for any act or omission in performing or purporting to perform the functions delegated hereunder. No approval (or failure to disapprove) by the Architectural Control Committee or the Association shall be deemed or construed to be any representation or warranty, express or implied, as to the fitness or habitability of any structure or improvements constructed within the Properties.

Section 3. APPROVAL OF PLANS. No buildings, repairs, reconstruction, or other improvements, including driveways, sidewalks, drainage facilities, landscaping, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, rebuilt, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications therefor, together with a site plan showing the location of all improvements (both existing improvements, if any, and the improvements covered by the plans and specifications) with reference to property lines, building lines and easements, have been submitted to and approved in writing by the Architectural Control Committee. The requirements for the approval of plans and rights of the Architectural Control Committee are governed by the terms of the Association's By-Laws, which shall be binding on each Owner.

ARTICLE V. HOMEOWNERS ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Every Owner of a Lot or of a Townhouse Lot subject to a maintenance charge assessment by the Association, presently or in the future, shall be a member of the Association. No Owner shall have more than one membership for each Lot or Townhouse Lot owned.

Section 2. NON-PROFIT CORPORATION. Braeswood Place Homeowners Association, Inc., a Texas non-profit corporation, has been duly chartered and organized and it shall be governed by the Articles of Incorporation of said Association and by the laws of the State of Texas. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. BY-LAWS. The Association may make whatever rules or bylaws it may

choose to govern the organization.

ARTICLE VI. MAINTENANCE ASSESSMENTS

This article in its entirety shall not apply to the Lots or Townhouse Lots in Gramercy Park.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Lot or Townhouse Lot is hereby subjected to an annual maintenance charge, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by the Owner's signature below, is deemed to covenant and agree to pay to the Association all annual assessments or charges to be established and collected as provided in this document or as amended or supplemented. The annual and special assessments, including those assessed pursuant to Article III, Section 13 above, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot or Townhouse Lot 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, notwithstanding any subsequent transfer of title to such Lot or Townhouse Lot. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

Section 2. PURPOSE OF ASSESSMENTS. The assessments of charges levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any. The uses of the maintenance assessment fund may include, by way of example but

without limitation, at the Association's sole discretion, any and all of the following: maintaining parkways; fogging for insect control, maintaining right-of-ways, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired; caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, It is understood that the judgment of the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. will be at the Association's sole discretion, as specified and governed by the By-Laws of the Association.

Section 3. RATE AND COMMENCEMENT OF ASSESSMENT. The maintenance charge shall commence and begin to accrue as to all Lots and Townhouse Lots in Southern Oaks, Section One (1) on the first day of January, 1996. The maintenance charge will be due and payable on the first day of January of each year. The rate at which each Lot or Townhouse Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be

uniform. The Association can collect special assessments as well as annual charges above described whenever fifty-one percent (51%) of the Members so vote.

Section 4. MAXIMUM ANNUAL ASSESSMENT. Beginning January 1, 1996, the maximum annual assessment for each Lot or Townhouse Lot in Southern Oaks, Section One, shall be \$150.00 per fiscal year. From and after January 1, 1997, the maximum annual assessment may be increased each year at a rate not to exceed the increase of the Houston metropolitan consumer price index since January 1, 1996. The Board of Directors may fix the annual assessment against each Lot or Townhouse Lot at an amount not in excess of the maximum, at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. The Board of Directors may impose a special assessment or fix the annual assessment above the maximum upon obtaining votes to approve such increase of fifty-one percent (51%) of the Members. Written notice of the assessments shall be sent to every Owner subject thereto.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest at the rate of ten (10%) percent per annum; such assessment shall thereupon be secured by a continuing lien on the Lot or Townhouse Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the Association's lien against the Lot or Townhouse Lot (and improvements thereon). Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by acceptance of a deed or by signature to these amendments hereby expressly vests in the Association or its agents, the right and power to bring

all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property. The Owners expressly grant to the Association a power of sale and nonjudicial foreclosure in connection with such liens. No Owner may waive or otherwise escape liability for the assessments provided hereby by non-use of the facilities or services provided by the Association or by abandonment of the Lot or Townhouse Lot.

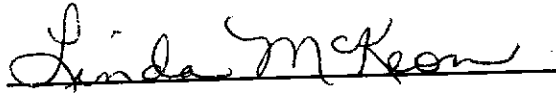
Section 6. SUBORDINATION OF THE LIEN TO THE MORTGAGES. To secure the payment of the maintenance fund and all assessments established hereby and to be levied on individual Lots or Townhouse Lots, there is hereby reserved in each deed (whether specifically stated therein or not) a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary. However, each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot and Townhouse Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot or Townhouse Lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. A sale or transfer of any Lot or Townhouse Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the subsequent Owner or the purchaser of the Lot or Townhouse Lot at a foreclosure sale shall be liable for all assessments as described above due after acceptance of a deed to the Lot or

**State of Texas
County of Harris**

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, appeared the following property owners or their assignee who executed this instrument as of the date specified by each name, to be effective on the date this instrument is filed in the Real Property Records of Harris County, Texas.

Henry J. and Linda C. Pownall	3118 Glen Haven	11-3-95	4/17
Henry J. and Linda C. Pownall	3122 Glen Haven	11-3-95	4/18

This instrument was acknowledged before me on the dates indicated above by



Notary Public, State of Texas

