

DEED OF TRUST
BOOK 2816 PAGE 67

DECLARATION

OF

DEED OF TRUST
BOOK 2816 PAGE 35

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, U. S. HOME CORPORATION OF TEXAS is the owner of that certain real property in Galveston County, Texas, described as follows:

Section I

- Lots One (1) through Twenty-Seven (27), both inclusive, in Block One (1);
 - Lots One (1) through Fourteen (14), both inclusive, in Block Two (2);
 - Lots One (1) through Thirty-Nine (39), both inclusive, in Block Three (3);
 - Lots One (1) through Twenty-Three (23), both inclusive, in Block Four (4);
 - Lots One (1) through Fifty-One (51), both inclusive, in Block Five (5);
 - Lots One (1) through Fifty-Two (52), both inclusive, in Block Six (6);
 - Lots One (1) through Thirty-five (35), both inclusive, in Block Seven (7);
 - Lots One (1) through Thirty-six (36), both inclusive, in Block Eight (8);
 - Lots One (1) through Fifty-One (51), both inclusive, in Block Nine (9);
 - and Lots One (1) through Seventy (70), both inclusive, in Block Ten (10);
- all out of Countryside Section One (1), an addition in Galveston County, Texas, according to the map or plat thereof recorded at Plat Record Number 15, Maps Number 60 and 61 of the Plat Records of Galveston County, Texas.

AND WHEREAS, it will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, it 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 shall 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRYSIDE HOMEOWNER ASSOCIATION, INC., 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 or portion of a Lot, on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

This instrument is being re-recorded with the appropriate Exhibits attached, which Exhibits were omitted when first recorded.

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 owned by the Association at the time of the conveyance of the first lot, that is for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Reserve "B" of Countryside Section One (1), an addition in Galveston County, Texas, according to the map or plat thereof recorded at Plat Record Number 15, Maps Number 60 and 61, of the Plat Records of Galveston County, Texas.

Section 5. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the recorded subdivision map of COUNTRYSIDE, SECTION ONE (1), on which there is or will be built single family dwellings. There is excepted herefrom the hereinbefore described Common Area along with other Reserves as noted on said subdivision map.

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION OF TEXAS and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, or if such successors or assigns should acquire more than one developed Lot which has not been built on for the purpose of erecting thereon single family dwellings.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Upon conveyance of same to the Association, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner or the Owner's delegate for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(d) 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the member of his household, his tenants, or contract purchasers who reside on the property. All such delegates shall be subject to the rules and regulations of the Association and all provisions of the Articles of Incorporation and By-Laws of the Association and of this Declaration to the same extent as the Owner, and the Association may take any action against such delegate to enforce such documents as it is authorized to take against the Owner, and the Owner and his delegate shall be bound thereby.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Each lot owned by a Class A member or member shall be allowed one vote for each lot which vote may be cast by the owner or

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co-owners of that lot but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant (as defined in the Declaration) 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) January 1, 1986; 1997

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

*Amended
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ARTICLE IV

COVENANTS 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 therefore, 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 or ad valorem taxes levied on the Common Area, 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 in the Properties and for the improvement and maintenance of the Common Area owned by the Association and areas affecting the houses situated upon the properties.

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 One Hundred Twenty Dollars (\$120.00) 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 shall be adjusted in conformance with the Consumer Price Index (CPI) published by the U. S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average All items, unadjusted for seasonal variation. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified above in the first sentence of this Section, (b) multiplying that amount by the published CPI number for the fourth month prior to the beginning of the subject year and (c) dividing that resultant by the published CPI number for the fourth month prior to the month in which this declaration was signed by the Declarant.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change 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, written notice of which shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. As long as there is a Class B membership the Board of Directors may charge and collect a fraction of the annual assessment on each Lot

until the conveyance of said Lot by Declarant to an Owner, provided that, after any conveyance of the Common Area, any such fractional charge to Declarant shall not be less than fifty percent (50%).

Section 4. Special Assessments for Capital Improvements & Taxes. 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, and any ad valorem taxes assessed against the Common Area 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 Authorized 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 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject 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 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 3 (c) hereof, and may be collected on a monthly basis.

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 the Common Area. 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 assessment 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.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association

Any Assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 7-1/2 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, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. 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 assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of ar

Lot pursuant to a foreclosure under such purchase-money or improvement mortgages any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof 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 assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

ARTICLE V

ARCHITECTURAL CONTROL

No exterior addition to or change in any structure may be made, and no building, fence, wall, antenna, or other structure, (whether incorporated in or attached to an existing structure or erected independently, and regardless of size) may be commenced, erected or maintained upon any Lot owned by a Class A Member, unless such Lot is owned by Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The persons serving on the Architectural Control Committee, or their successors, shall serve for a period of ten years from the date of the appointment of the first

Architectural Control Committee, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article V. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event a Class A Member who is the Owner of any 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, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, trim trees and shrubs, mow grass, plant grass or other suitable vegetation and restore the Lot and exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

USE RESTRICTIONS

1. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two (2) stories in height and a

detached or an attached garage for not less than one (1) or more than three (3) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said subdivision by any Class A Member (except greenhouses, storage houses or similar structures not for occupancy that are approved by the Architectural Control Committee), it being the intention that only new construction shall be placed and erected thereon. Each single family dwelling may be occupied by only one family consisting of one or more persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit together with any household servants. Each single family dwelling shall contain no more than one housekeeping unit.

2. Any single story residence constructed on said Lots must have a ground floor area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, driveways, and garages. Any residence other than a single story residence must have not less than 700 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, and garages. The construction of any residence will involve the use of not less than 50% of brick veneer around the outside perimeter of the ground floor of the building.

3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No side yards at the front building set-back line shall be less than 5 feet, except a three (3) foot side yard shall be permissible for a garage or other permitted accessory building located sixty (60) feet or more from the front property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into the building site in conformity with the provisions of Section 4 below, these building set-back provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4. None of said Lots shall be re-subdivided in any fashion except that any entity owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements as permitted in Sections 2 and 3 above on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with less than fifty-five (55) feet at the front building line in COUNTRYSIDE, SECTION ONE (1).

5. Easements for the underground service may be crossed by driveways and walkways, provided that the builder makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways and walkways prior to construction thereof. Such easement for the underground services shall be kept clear of all other improvements, including buildings, patios, or other paving and neither Declarant, grantor of the easement, nor any 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 (other than crossing driveways or walkways provided conduit has been installed as outline above) of the Owner and located on the land covered by said easements.

6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, motor home, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

8. No signs of any character shall be allowed on any Lot except one sign of not more than nine square feet advertising the property for sale or rent; provided however, U. S. Home Corporation of Texas, and any entity similarly building in COUNTRYSIDE, SECTION ONE (1) has the right, during the construction and sales period to construct and maintain such facilities as it determines are necessary or convenient including, but without limitation, signs, offices, storage areas and model units.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, and maintained or permitted in any Lot.

10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other house-type pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, not to exceed a total of three (3) adult animals. All animals must be properly tagged for identification and penned in an approved enclosure. No animal may be chained or leashed outside an enclosure unless being walked on a leash. Whenever an animal is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

12. No fence, wall, or hedge shall be placed, or permitted to remain, on any Lot nearer to the street on which said Lot fronts than the front building set back line or the front of the main residence on such Lot, exclusive of the garage, whichever is farther from the street, except for decorative subdivision entry fences, or fencing used for enclosing community facilities installed by U. S. Home Corporation of Texas and/or COUNTRYSIDE HOMEOWNER ASSOCIATION, INC., which are approved in accordance with Article V hereof. Also, no chain link or wire fence will be permitted on any Lot owned by a Class A Member.

No fencing shall be constructed, placed or erected without strict compliance with Article V.

13. No shrub, tree planting, fence, wall, or hedge which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be planted, constructed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connection them at points 25 feet from the intersection of the public street right of way lines, or in the case of rounded property corner from the intersection of the public street right of way lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a public street right of way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

14. No motor vehicle ~~which is inoperable, either temporarily or permanently, or which exceeds six feet six inches in height, or seven feet six inches in width, or seventeen feet in length~~ may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except ~~operable~~ passenger automobiles ^{are in operating condition}, passenger vans, motorcycles, or pick-up trucks that are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed ^{6'6" in height or 7'6" wide or 21' length} ~~height or width or length restrictions set forth herein.~~

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

*Amended
14 Apr. 1977
pg. 2-3*

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the original ordinance*

15. Garage doors shall be closed at all times except for immediate entry and exit.

16. No television, radio or other antennae of any type shall be erected or permitted to remain outside of a building on any residential Lot.

17. No outbuildings shall exceed twelve (12) feet in height and must be approved in strict compliance with Article V. Every outbuilding, except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant. No building of any kind or character which is of frame construction on the exterior shall be erected on any lot unless same, at the time of construction, shall receive at least two coats of paint, unless otherwise approved by the Architectural Control Committee. No outbuilding shall be constructed unless it shall be concealed from public view behind an approved fence.

18. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead or damaged trees, which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owner upon request, then the Association may remove such trees at the owner's expense and shall not be liable for damage done in such removal. A ground cover of grass or other suitable vegetation must be maintained upon each Lot owned by a Class A Member. The Association shall have the right, upon ninety (90) days written notice to any Class A Member who fails to maintain a suitable ground cover, to enter upon such Lot and to plant grass or other suitable ground cover vegetation, the expense of which shall be a charge against the Lot and shall be added to the annual assessment in accordance with Article VI. The Association shall not be liable for any damage done in such planting.

ARTICLE VIII

EASEMENTS

Section 1. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of COUNTRYSIDE, SECTION ONE (1). No shrubbery, fence, or other obstruction shall be placed within any drainage easement.

Right of use for ingress and egress shall be had at all times

over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 2. An underground electric distribution system will be installed in that part of COUNTRYSIDE, SECTION ONE (1), designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in COUNTRYSIDE, SECTION ONE (1). The owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition the owner of each Lot containing a single dwelling unit shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) 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 properly recorded in Galveston County, Texas.

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

Section 5. Annexation. Additional residential property and common area with Galveston County M.U.D. No. 2, more properly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein as if fully reproduced herein, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership; or upon submission and approval by FHA/VA of an overall plan of the entire development, and subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without approval by the membership.

Section 6. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of the voting membership.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, conveyance and/or dedication of Common Area, Amendment of this Declaration of Covenants, Conditions and Restrictions, Mergers and Consolidations, Mortgaging of the Common Area, and Management Agreements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 14th day of April, 1977

U. S. HOME CORPORATION OF TEXAS



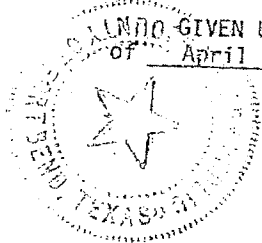
BY: LaVerne Horelica
LaVerne Horelica, Asst. Secretary

BY: Gary J. Hannon
Gary J. Hannon, Vice President

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary J. Hannon, Vice President of U. S. HOME CORPORATION OF TEXAS, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Stafford, Texas, this 14th day of April, 1977.



Maileigh R. Newcomer
Notary Public in and for Fort Bend County,
TEXAS

Being a tract or parcel of land containing 569.794 acres located in the John Dickinson League A-9, the I&G.N.R.R. Co. Survey A-606, and the I.&G.N.R.R. Co. Survey A-607, League City, Galveston County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Plane Coordinate System, South Central Zone);

BEGINNING at a point, said point being the intersection of the Northerly right-of-way line of Texas Highway F.M. 518 (100.00 feet wide) and the Southeasterly line of Slone's Second Subdivision, a subdivision of record in Volume 254-A, Page 12, Map Records, Galveston County, Texas;

THENCE, with said Southeasterly line of Slone's Second Subdivision, North 32° 51' 26" East, 2919.42 feet to a point for corner, said point being the Northeasterly corner of said Slone's Second Subdivision, and on the Southerly bank of Clear Creek;

THENCE, with said Southerly bank of Clear Creek, the following three (3) courses;

1. North 64° 50' 22" East, 194.84 feet to a point for corner;
2. North 46° 25' 12" East, 120.40 feet to a point for corner;
3. North 52° 10' 10" East, 203.32 feet to a point for corner;

THENCE, leaving said Southerly bank of Clear Creek, South 39° 15' 25" East, 1642.04 feet to a point for corner;

THENCE, South 71° 04' 40" East, 550.00 feet to a point for corner;

THENCE, South 87° 28' 10" East, 34.50 feet to a point for corner;

THENCE, North 15° 11' 20" East, 27.50 feet to a point for corner;

THENCE, South 70° 47' 55" East, 36.00 feet to a point for corner;

THENCE, South 06° 16' 25" East, 122.30 feet to a point for corner;

THENCE, South 74° 40' 55" East, 12.00 feet to a point for corner, said point being in the centerline of Cedar or Bridge Gully;

THENCE, along the Arc of a non-tangent curve to the Left whose Radius bears South 83° 19' 55" East, said curve being subtended by a Central Angle of 55° 52' 00", having a Radius of 150.00 feet, and an Arc Length of 146.26 feet to a point of tangency;

THENCE, parallel with and 150.00 feet Southwesterly of the Centerline of Cedar or Bridge Gully, the following three (3) courses;

1. South 54° 11' 55" East, 399.00 feet to a point for corner;
2. South 28° 13' 55" East, 190.00 feet to a point for corner;
3. South 44° 45' 55" East, 537.70 feet to a point for corner;

THENCE, leaving said parallel line, South 02° 40' 40" East, 119.17 feet to a point for corner, said point being in the aforementioned Northerly right-of-way line of Texas State Highway F.M. 518;

THENCE, with said Northerly right-of-way line, North 65° 04' 47" East, 136.31 feet to a point for corner;

THENCE, leaving said Northerly right-of-way line and crossing said Texas State Highway F.M. 518, South 32° 06' 46" East, 100.79 feet to a point for corner, said point being the intersection of the Southerly right-of-way line of Texas State Highway F.M. 518 (100.00 feet wide) and the Southwesterly line of Lot 10, of the H. V. Smalley Subdivision recorded in Volume 113, Page 435, Map Records, Galveston County, Texas;

East, 162.99 feet to a point for corner;

THENCE, with the Southwesterly line of Lots 10, 9 and 8 of the aforementioned H. V. Smalley Subdivision, South $64^{\circ} 58' 46''$ East, 1180.47 feet to a point for corner in the Northwesterly right-of-way line of an undeveloped 40 foot road;

THENCE, continuing with the Southwesterly line of said subdivision, South $65^{\circ} 00' 45''$ East, 50.95 feet to a point for corner, said point being in the Southeastery right-of-way line of the aforementioned undeveloped 40 foot road and being the most Westerly corner of Lot 11 of said H. V. Smalley Subdivision;

THENCE, with said Southeastery right-of-way line and the Northwesterly line of said Lot 11, North $63^{\circ} 15' 51''$ East, 1232.39 feet to a point for corner, said point being the most Northerly corner of said Lot 11 and in the Westery line of Lot 12 of said H. V. Smalley Subdivision;

THENCE, with the common line of said Lot 11 and Lot 12, South $12^{\circ} 30' 32''$ West, 990.87 feet to a point for corner, said point being the most Southerly common corner of said Lot 11 and Lot 12;

THENCE, with the Southwesterly line of Lots 12, 13, and 16 of said H. V. Smalley Subdivision, South $64^{\circ} 54' 20''$ East, 1029.76 feet to a point for corner;

THENCE, with the Southeastery line of said Lot 16, North $67^{\circ} 39' 11''$ East, 257.38 feet to a point for corner, said point being the Southeastery corner of said Lot 16;

THENCE, North $36^{\circ} 47' 54''$ East, 773.98 feet to a point for corner, said point being in the Southeastery line of a 150 foot wide Houston Lighting and Power Company easement and the Northwesterly line of a 200 foot wide Houston Lighting and Power Company easement;

THENCE, with the common line of said Houston Lighting and Power Company easements, South $46^{\circ} 38' 48''$ West, 4940.63 feet to a point for corner;

THENCE, continuing with said common line, South $46^{\circ} 51' 28''$ West, 1313.23 feet to a point for corner;

THENCE, leaving said common line, North $01^{\circ} 58' 07''$ West, 1781.63 feet to a point for corner;

THENCE, South $86^{\circ} 58' 50''$ West, 1038.99 feet to a point for corner;

THENCE, North $01^{\circ} 58' 40''$ West, 3274.33 feet to a point for corner, said point being in the Southerly right-of-way line of the aforementioned Texas State Highway F.M. 518 and the Northeastery corner of that certain tract of land conveyed to Texas National Bank of Commerce, Trustee by instrument of record in Volume 2045, Page 437, Deed Records, Galveston County, Texas;

THENCE, crossing said Texas State Highway F.M. 518, North $07^{\circ} 13' 14''$ West, 100.14 feet to a point for corner;

THENCE, with the aforementioned Northerly right-of-way line of said Texas State Highway F.M. 518, the following three (3) courses;

1. South $88^{\circ} 24' 52''$ West, 694.54 feet to the beginning of a curve;
2. Along the Arc of a tangent curve to the Right, said curve being subtended by a Central Angle of $13^{\circ} 56' 50''$, having a Radius of 904.93 feet, and an Arc Length of 220.28 feet to a point of tangency;
3. North $77^{\circ} 38' 18''$ West, 2050.20 feet to the POINT OF BEGINNING and containing 569.794 acres of land.