

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

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COUNTY OF HARRIS

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174-30-3523

This Declaration, made on the date hereinafter set forth by
The Johnson Development Corp., a Texas corporation, hereinafter referred
to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as
White Oak Bend, Section Two, a subdivision in Harris County, Texas,
according to the Plat thereof recorded in Volume 295, Page 99, of
the Map Records of Harris County, Texas.

WHEREAS, it is the desire of Declarant to place certain restrictions,
covenants, conditions, stipulations and reservations upon and against such
property in order to establish a uniform plan for the development, improvement
and sale of such property, and to insure the preservation of such uniform
plan for the benefit of both the present and future owners of lots in said
subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon
those above described lots in White Oak Bend, Section Two and declares the
following reservations, easements, restrictions, covenants and conditions,
applicable thereto, all of which are for the purposes of enhancing and
protecting the value, desirability and attractiveness of the land, which
reservations shall run with the land and shall be binding upon all parties
having or acquiring any right, title or interest therein, or any part thereof,
and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WHITE OAK BEND HOMEOWNER'S
ASSOCIATION, a non-profit corporation, 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 and those
having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to those certain lots in

WHITE OAK BEND, SECTION TWO described above, subject to the Reservations set forth herein and/or in the Subdivision plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot and/or "Lots" shall mean and refer to the lots shown upon the subdivision plat which are restricted hereby to use for residential purposes.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of WHITE OAK BEND, SECTION TWO, recorded in Volume 295, Page 99, of the Map Records of Harris County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the WHITE OAK BEND, SECTION TWO Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision plat of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision plat of the Properties further establish certain minimum setback lines. The subdivision plat further designates a certain .121 acre reserve "A", as shown thereon, and such Reserve "A" shall not be a part of the Properties and shall not be subject to the provisions hereof unless otherwise specifically provided herein. All dedications, limitations, restrictions, and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to herein or not.

Section 2. Easements. Declarant reserves for public use the easements and rights-of-way as shown on the recorded subdivision plat of the properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easement herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or

servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements. Declarant additionally reserves the right to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements of rights-of-way reserved and dedicated herein and in the plat referenced above and Declarant does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid to be paid by such Cable Television Companies to Declarant pursuant to any such agreements between Declarant and such Cable Television Companies.

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric light, electric power, cable television, telephone or telegraph purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for single family residential purposes only, and not to exceed two (2) stories in height. Each such dwelling as previously described in WHITE OAK BEND, SECTION TWO shall have an attached or detached garage or carport for no less than two (2) cars. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for 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, with the exception of lawn storage or children's playhouses shall ever be moved onto any lot within said subdivision.

Section 2. Minimum square footage within improvements. Those lots

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described above as shown on the plat of WHITE OAK BEND, SECTION TWO, are
restricted to a dwelling with a minimum of One Thousand (1,000)
square feet of livable area, exclusive of open porches and garages or carports.

Section 3. Type of Construction, Materials and Landscape

(a) No external roofing material other than wood shingles or composition shingles of a wood-tone color shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

(b) A concrete sidewalk four feet (4') wide shall be constructed parallel to the curb along the entire front of all Lots. In addition thereto, four feet (4') wide sidewalks shall be constructed parallel to the curb along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed by the builder before the main residence is occupied. Furthermore, at each street intersection and/or pedestrian crosswalk where a sidewalk shall abutt the curb, there shall be provided curb ramps with a rough, non-skid surface to accommodate handicapped individuals in wheel chairs. The type of construction and the specifications for said curb ramps shall be as provided by the Harris County Engineering Department.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from any street on which the Lot fronts or sides.

(d) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in serviceable condition.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing on any Lot is expressly prohibited.

(f) Each residence shall have a standing mailbox of a type, kind and color to be determined by the Architectural Control Committee. The Architectural Control Committee shall also determine the type and kind of support for said mailbox and the physical location of each mailbox on each lot in the Properties. The builder shall be responsible for erecting said mailbox before the residence is occupied.

Section 4. Location of the improvements upon the Lot. No building shall be located on any Lot nearer to the street side line than the minimum building setback line shown on the recorded plats or replats. Subject to the provisions of Section 5 below, one wall of the building, carport or garage shall be located on

one side Lot line on interior Lots. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of eight (8) feet to an interior Lot line or ten (10) feet to an exterior Lot line on a corner Lot. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be allowed to protrude upon adjacent Lot on the zero-Lot line side of the Lot.

On the eight(8) foot building setback side of the Lot, eaves, steps and unroofed terraces shall not be considered as part of a building; however, this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 5. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. 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 nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects used to display the model homes. The Architectural Control Committee's determination as to what constitutes a noxious or offensive activity shall in all cases be final and conclusive.

Section 6. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out-building shall be maintained or used on any Lot at any time as a residence or for any other purpose, with the exception of Lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but shall not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable facilities.

Section 7. Storage of automobiles, boats, trailers, and other vehicles. No truck, trailer, boat, automobile, campers or other vehicles shall be stored, parked, or kept on any driveway or in the street in front of the Lot unless such vehicles is in day to day use off the premises and such parking is only temporary, from day to day not to exceed forty-eight (48) hours in duration; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the carport or garage permitted on any Lot covered hereby.

Section 8. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation 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 use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 9. Animal husbandry. No animals, livestock or poultry of any kind shall be raised or kept on any Lot except that dogs, cats, or other common household pets may be kept provided that they are not kept bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each lot.

Section 10. Visual obstruction at the intersection of public streets. No object or thing which obstructs site lines at elevations between two (2) and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted, or permitted to remain on any corner Lots.

Section 11. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful, and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvement thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. 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. Equipment for the storage or disposal of such waste material 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 undue 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.

Section 12. Signs, advertisements, billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "for sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any lot in said Subdivision. Declarant or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other sort in the connection therewith or arising with such removal.

Section 13. Antenna. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or FM signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable, or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. No antenna shall be erected as a free-standing structure.

Section 14. Maintenance of Zero-Lot Line Building Wall. Each occupant shall always have the right to enter the adjacent property to perform maintenance upon the building wall that is on the property line (Zero-Lot Line wall), and such occupant shall at all times keep this wall in good repair. All deeds and deeds of trust upon these Lots shall so convey this right of easement. This covenant shall in no way be construed as giving the occupant the right to enter upon the adjacent property for any other reason than for maintenance of the Zero-Lot Line wall.

Section 15. Electrical Utilities. An underground electric distribution system will be installed in that part of WHITE OAK BEND, SECTION TWO SUBDIVISION, designated herein as "Underground Residential Subdivision" which underground service area embraces all of the Lots which are platted in WHITE OAK BEND SECTION TWO SUBDIVISION. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhomes, duplexes, or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or, in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the 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. Developer 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 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 maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or, in the case of a multi dwelling unit structure, the Owner/Developer 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 to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhomes, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

Should the plans of the Developer or the Lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the

cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the three preceeding paragraphs also apply to any future residential development in the Reserves shown on the Plat of WHITE OAK BEND, SECTION TWO, as such Plat exists at the execution of the Agreement for underground electric services between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment, if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company One and 75/100 DOLLARS (\$1.75) per front Lot foot unless Developer has paid the electric company as above described. The provisions of the preceding paragraphs do not apply to any future non-residential development in such Reserves.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location, with respect to topography and finished ground elevation and as to compliance with minimum construction standards by WHITE OAK BEND, SECTION TWO architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be

deemed to have been fully complied with.

Section 2. Committee Membership. Larry D. Johnson, Willis M. Marburger, William H. Frey, all of Houston, Harris County, Texas are hereby designated and appointed as the Architectural Control Committee, which Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. A majority of such Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. A majority of such Committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member or members of such Committee, the remaining member or members shall have the full right and authority to designate a successor member or members. Neither the members of such Committee or any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created.

At any time the then recorded owners of a majority of the residential lots on which a residence has been constructed shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee, as it pertains to existing constructions, and to withdraw from or restore to the Committee any of its powers or duties with respect to existing construction. Any such instrument affecting said Committee shall show the property owned by each owner signing same, and in case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

The Architectural Control Committee hereinabove designated, being Larry D. Johnson, Willis M. Marburger, and Keith B. Turner, their successors and/or designees shall be the Architectural Committee only for new construction to be constructed on vacant lots in WHITE OAK BEND, SECTION TWO. The White Oak Bend Homeowner's Association, its successors, assigns or designees, is hereby designated as the Architectural Committee for WHITE OAK BEND, SECTION TWO pertaining to any changes made in exterior design or exterior alterations after original construction and only after a house has been occupied as a residence.

Section 3. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

ARTICLE V

WHITE OAK BEND HOMEOWNER'S ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a recorded Owner of any of the Properties which are subject, or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract sellers, shall be a member of the WHITE OAK BEND HOMEOWNER'S ASSOCIATION, INC. The Foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Other lands may hereafter be annexed into jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration or Veterans Administration such additional stages of development may be annexed by action of the Board of Directors of the Association. Upon a merger or consolidation of the Association with another Association, the Associations' properties, rights, and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights, and obligations of another Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation shall be permitted except upon approval of two-thirds vote of each class of members

of the Association.

Section 2. Maintenance Assessments. Declarant imposes on each Lot within the Properties and hereby covenants and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided, and (2) special assessments for capital improvements. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a vendor's lien which is hereby reserved in favor of the Association and its successors and assigns, upon each Lot against which each such assessment is made to the same extent as if retained as a vendor's lien by Declarant in each deed to any such Lot and expressly assigned to the Association without recourse to any extent unto Declarant. Each such assessment, together with any accrued interest and all collection costs and reasonable Attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The personal obligation for delinquent assessments shall not pass to such person's or entity's assignee or successor in title unless expressly assumed by such assignee or successor.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Community Association, and to pay taxes and insurance premiums thereon, and to promote recreation, health, safety, convenience and welfare of the Members, such benefits to include by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, enforcing the Covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of Advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Association, and for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the law and the By-Laws governing the Association.

Section 4. Maximum Annual Assessment. The rate at which each Lot with a living unit constructed thereon will be assessed shall be the same rate of assessment that applies to White Oak Bend Section One, wherein the Restrictions applicable thereto, recorded in Harris County Deed Records under Clerk's file No. F727204, state as follows: The rate at which each Lot with a living unit constructed thereon will be assessed shall not exceed \$144 per year; provided, however, that for any calendar year after 1978 the Association may increase said rate as the needs of the Association and the judgement of the Association require; except that if any such increase shall cause the annual assessment to be greater than the aforesaid \$144, plus the yearly rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July; or more than one hundred ten percent (110%) of the amount assessed in the preceding calendar year, whichever is greater, then shall such an increase require the vote of two-thirds (2/3) of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against all Lots, 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 must 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 6. Owner's Easement of Enjoyment. Each 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 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 the right to use of the recreation facility by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for each 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 signed by three-fourths (3/4) of each class of the members agreeing to such dedication or transfer has

been recorded.

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(d) The right of the Association to collect and disburse those funds as set forth in Section 2, Article V.

Section 7. Voting Right. The Association shall have two classes of voting membership:

Class A. Class A. members shall be all Owners with the exception of 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, however, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

Class B. Class B. members shall be Declarant or its successors or any person or entity that acquires certain Lots within the Properties for purposes of development and to whom the rights and obligations of Declarant hereunder are specifically assigned by The Johnson Development Corp. or its successors. Class B members 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:

- (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, or
- (ii) on January 1, 1988.

Declarant hereby agrees to assign to the Association all of its rights and powers as herein expressly provided for at such time as the Class B membership shall terminate in accordance with the foregoing provisions.

(B) Section 8. Rate of Assessment. The Lots in the plat establishing WHITE OAK BEHD SECTION TWO shall each commence to bear their applicable maintenance fund assessment from and after that certain date fixed by the Board of Directors as the commencement date for same. Lots that are occupied by residents shall be subject to an annual assessment as determined pursuant to Sections 4 and 5, Article V. Lots that are not occupied by residents and that are owned by the Declarant, a builder or a building company shall be assessed at a rate of one-half (1/2) of the annual assessment provided for above. The rate of assessment for an individual Lot, with a calendar year, shall change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment for such a Lot shall be prorated according to the rate required for each type of ownership.

Section 9. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the date fixed by the Board of Directors to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, 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.

The due dates shall be established by the Board of Directors. The Association upon demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 10. Effect of Non-Payment of Assessments/Remedies of the Association.

Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring an action at law to collect such assessment against the Owner personally obligated to pay the same to foreclose the vendor's lien reserved herein against the Lot against which such assessment is levied or may enforce collection by any other means authorized by law. The Association shall be entitled to recover interest accrued at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in enforcing payment of such assessments provided for herein by non-use of the Common Area or by abandonment or conveyance of his Lot.

Section 11. Subordination of Lien. The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon), situated within the plat establishing WHITE OAK BEND SECTION TWO.

The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure or to any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof covering any Lot shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

Section 12. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, by the Association, (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot shown in the plat establishing WHITE OAK BEND SECTION TWO failure by the Association or by any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under any mortgage or deed of trust presently or hereafter placed on record covering any of the land shown to be within the plat establishing WHITE OAK BEND SECTION TWO.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants herein. It shall be lawful for the Declarant, its successors or assigns, or other Lot Owner to 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 or other dues for such violations.

74-80-5533

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

Section 3. FHA/VA Approval. So long as these covenants, conditions and restrictions shall remain in full force and effect, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties, (ii) amendment of this Declaration of Covenants, Conditions and Restrictions.

EXECUTED this 19 day of December, 1980.

ATTEST:

THE JOHNSON DEVELOPMENT CORP.

BY: [Signature]
David J. Boyd, Secretary

By: [Signature]
Larry D. Johnson, President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of The Johnson Development Corp., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of December, 1980.

[Signature]
Notary Public in and for Harris County, Texas

JO ANN BIEK
Notary Public in and for the State of Texas
My Commission Expires October 2, 1984

FILED
DEC 23 3 18 PM 1980
Christi Rodenhouse
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 23 1980



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS