

COPY

**WINDSOR PARK LAKES
SECTION ONE**

HODGES
STEWART TITLE COMPANY

507-55-2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

03/18/96 100197720 R 832440

\$37.00

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

THAT WINDSOR PARK ESTATES, LTD., a Texas limited partnership, hereinafter referred to as Declarant, being the owner of that certain 29.4 acres, more or less, out of the J.N.O. Smith Survey, Abstract No. 691, Harris County, Texas and the John Cunningham Survey, Abstract No. 193, Harris County, Texas which has been subdivided into that certain subdivision known as WINDSOR PARK LAKES, SECTION ONE, ("Subdivision"), according to the plat of said Subdivision recorded under Film Code No. 375080 of the Map Records of Harris County, Texas (the "Plat"), intending to create and carry out a uniform plan for development of the lots in WINDSOR PARK LAKES, SECTION ONE, for the benefit of the present and future owners of said lots, does hereby impose the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in WINDSOR PARK LAKES, SECTION ONE, and each contract or deed which may be hereafter executed as to any lots (individually, a "Lot", collectively the "Lots") in WINDSOR PARK LAKES, SECTION ONE. Such lots shall be held subject to the following reservations, restrictions, covenants and easements, regardless of whether said reservations, restrictions, covenants and easements are specifically referred to or not in said contract or deed.

**ARTICLE I
DEFINITIONS**

A. "Architectural Control Committee" shall mean and refer to Windsor Park Lakes, Section One Architectural Control Committee provided for in Article III hereof.

B. "Association" shall mean and refer to Windsor Park Lakes Homeowners Association, Inc., a non-profit corporation, its successors and assigns, provided for in Article VII hereof.

C. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, for the use and benefit of all Owners in the subdivision except those as may be expressly excluded. By way of illustration, Common Facilities may include, but not be necessarily be limited to the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; boat ramps; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

D. "Common Properties" shall mean and refer to the subdivision streets and the Reserves as shown on the Subdivision Plat, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of prior grants or dedications by Declarant, Declarant's predecessors in title or those from whom the property is purchased. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common properties as defined respectively in this Declaration and all Supplemental Declarations.

E. "Declarant" shall mean and refer to Windsor Park Estates, Ltd., its successors and assigns.

F. "Developer" shall mean and refer to Windsor Park Estates, Ltd., its successors and assigns.

G. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the subdivision plat. Reference herein to "the Lots" in "the Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

H. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article VII, together with all the Owners in the Subdivision who are members of the Association as provided in all other Supplemental Declarations.

I. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of 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. References herein to the "Owners in the Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations.

J. "Properties" shall mean and refer to all of Windsor Park Lakes, Section One, which shall be covered by this Declaration.

K. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdictions of the Association.

L. "Subdivision Plat" shall mean and refer to the map or plat of Windsor Park Lakes, Section One, recorded under Film Code No. 375080 of the Map Records of Harris County, Texas, and any recorded replat thereof.

M. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article XI. Provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

**ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

A. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon. The Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum set back lines, and all dedications, limitations, restrictions shown on the Subdivision Plat as incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant or Developer, conveying said property or any part thereof, whether specifically referred to therein or not.

B. Developer reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, cable television, sewers, or any other utility Developer sees fit to install in, across and/or under the Properties.

C. Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

D. Neither Developer nor any utility company using the easements 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 other property of the Owner situated on the land covered by said easements.

E. It is expressly agreed and understood that the title conveyed by Developer to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (1) any easement affecting same for roadways or drainage, water, gas, cable television, sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Developer or any easement Owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties and (2) the right of Developer, its successors and assigns, to maintain repair, sell or lease such easements to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

**ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE**

Construction plans, specifications and a plot plan showing the location of any structure or improvements, landscaping, easements, and building lines must have been submitted to and approved by the Architectural Control Committee (sometimes described as the "Committee"), its successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation before any building or improvements of any character shall be erected or placed, or the erection begun on Lot.

The Committee will be appointed by the Developer. Upon the death or resignation of any member of the Committee, the Developer will have the full authority to designate a successor. No member of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this Declaration, nor shall any member of the committee be personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of the restrictions. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, locations of structures, construction contracts, permitted deviations and all other documents or approvals required to be submitted to it, to the Architectural Control Committee created by and controlled by the Association, or its designees, when One Hundred Percent (100%) of all of the Lots in Windsor Park Lakes, Section One are occupied by residents. Portions of the Architectural Control Committee's right of approval may be transferred to the Association prior to One Hundred Percent (100%) of the Lots being occupied at the sole discretion of the Developer.

In the event that within thirty (30) days after receipt of the required documents, the Committee fails to approve or disapprove the plans and specifications submitted, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied provided that an affidavit stating such facts, and also stating that the submitted plan is in compliance with all terms of these deed restrictions, is completed by the party requesting such approval, is filed in the Real Property Records of Harris County, Texas, and is delivered to the Committee by certified mail. In instances where, in its judgment, such deviations will result in a more commonly beneficial use, the Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building location and such other deviations from the terms of this Declaration as are herein expressly authorized to be permitted by the Committee. Such approval must be granted in writing, and recorded in the Real Property Records of Harris County, Texas, and when given, will become a part of these restrictions. Such approval shall not indicate the Committee's approval for any other purposes and shall not be construed as any representation by the Committee as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. The Architectural Control Committee, at its sole discretion, is hereby authorized to establish standards beyond the restrictions set herein on items including, but not limited to, house elevations, landscaping, sidewalk construction, garage placement, exterior materials and colors, roofing and grading.

ARTICLE IV
USE OF LOTS

A. Buildings. All buildings shall be designed by a registered architect or a member in good standing of American Institute of Building Design or Texas Institute of Building Design. No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No single family residential dwelling (a "Dwelling"), which may include servants quarters, shall be constructed on less than one Lot. The Dwelling is not to exceed two (2) visible stories in height and shall include a private garage for not less than two (2) nor more than four (4) automobiles. The Architectural Control Committee may allow, at its sole discretion, the Dwelling to be of two and one-half stories, provided that the additional level is not visible from the street. If a Dwelling is to be constructed upon a lot along with portions of adjacent lots, the Architectural Control Committee may waive the side lot line setback requirements as to the lot line which is crossed by such Dwelling.

B. Accessory Buildings. The Architectural Control Committee may also allow at its sole discretion, an accessory building ("Accessory Building") to be constructed on a Lot in addition to a Dwelling, provided the Accessory Building has a maximum height from the ground to the top of the roof lines of sixteen (16') feet and satisfies the requirements herein expressed for Accessory Buildings. Any Accessory Building shall adhere to building line requirements and shall be placed behind the primary Dwelling on the Lot. Accessory Buildings shall also comply with the Building Materials provisions of this document.

C. Prohibited Activities. Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No fireworks or firearms shall at any time be discharged in the Subdivision. As long as it owns any property in Windsor Park Lakes Section One, the Developer may maintain in or upon such portions of the property as the Developer determines, such facilities as in its sole discretion may be necessary or convenient, including but not limited to, offices, sales offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express written consent of the Developer.

D. Temporary Structures. Except as expressly provided in this Declaration, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any temporary residence or other temporary structure be moved onto any Lot.

E. Signage. Signs of any kind shall not be displayed to the public view on any Lot except one sign per Lot of not more than five (5) square feet advertising the property for sale or for rent and except signs used by the Developer and by the original builders of any Dwelling to advertise the property during the construction and sales period. Windsor Park Estates, Ltd., its assigns, or the Association, will have the right to remove any such sign exceeding the five (5) square feet which is placed on any Lot and in so doing shall not be subject to any liability trespass or other tort in connection therewith or arising with such removal.

F. Storage of Vehicles. Boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind shall not be kept or stored in the public street, on driveways, or on yards. Storage of such items and vehicles must be within the garage of the residence.

G. Oil and Mining Activity. Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any Lot or Common Properties of the Subdivision. Derricks or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot or Common Properties of the Subdivision. With respect to all mineral interests in the land of which the subdivision is comprised, Developer, for itself and its successors and assigns, hereby waives all surface rights.

H. Animals. Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot except that no more than two (2) household pets may be kept outdoors provided that they shall not become a nuisance and are not kept, bred or maintained for commercial purposes. Pets shall be kept quiet so as not to disturb any persons. No pet shall be permitted outside the owners' yard unleashed at any time. In addition to the two (2) outdoor pets above, fish and birds or other small household pets may be kept indoors provided that they do not disturb any persons in the neighborhood.

I. Garbage and Refuse. Lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in enclosed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from the public.

J. Mailboxes. Mailboxes shall be set two on one post for use by two adjacent homeowners. The Architectural Control Committee shall select the design of said mailboxes and shall determine placement of said mailboxes. All mailboxes shall be black and mailbox posts will all be of the same design. Homeowners shall provide their own mailboxes and shall be responsible for maintenance and/or replacement as necessary, keeping the mailboxes painted and in a good state of repair at all times.

K. Exterior Lighting. All exterior lighting on all houses and on all lots shall be approved by the Architectural Control Committee.

ARTICLE V LOCATION OF IMPROVEMENTS

A. Dwellings

(1). Dwellings shall face the street on which the Lot on which they are located has the smallest frontage.

(2). Dwellings shall not be located on any Lot nearer to the lot lines than the minimum corresponding building set back lines shown on the recorded plat. No house or other allowed structure may be built on a lot except within the building lines shown below:

Front Building Line — Twenty-five feet (25') back from the front property line for open porte cocheres without walls and thirty feet (30') back from the front property line for main structures and garages on lots where a twenty-five (25') building line is shown on the plat. Twenty feet (20') back from the front property lines for any porte cocheres or main building or garage on cul de sac lots where a twenty foot (20') building line is shown on the plat.

Side Building Line — Five feet (5') back from each side lot line. Ten feet (10') back from each side lot line to the second floor wall.

Rear Building Line — The rear utility easement on all lots not backing to the lake.

Thirty feet (30') from the rear property line on all lots backing to the lake, except an allowed detached accessory building may be twenty feet (20') from the rear lot line.

Up to two dormers not exceeding eight feet (8') in exterior width each shall be permitted to encroach on the ten foot (10') second floor building line on each side of a building.

(3) An Accessory Building permitted by the Architectural Control Committee shall be subject to the foregoing restrictions except that such Accessory Building taller than ten (10') from the ground may not be located closer than ten feet (10') from any side lot line.

(4) The first floor plate line on the sides of the buildings shall not exceed twelve feet (12') in height. The height of the predominant portion of the slab shall be between eighteen inches (18") and thirty inches (30") above the crown of the street.

B. Garages and Driveways

(1) The Architectural Control Committee shall specify and approve in writing the location of all garages and driveways.

(2) Each residential structure shall be accompanied by a garage structure which will contain no less than four hundred square feet (400 sq. ft.) which shall have no more than three (3) single garage doors or one (1) double garage door and one (1) single garage door facing the street. Each house shall have a garage which shall accommodate a minimum of two (2) and a maximum of four (4) automobiles. In no event shall any garage structure where the garage doors face the front building line be more than eight feet (8') nearer to the front building set back line than the front most wall of the main residential structure excluding the garage. The garages shall be attached or connected to the main structure unless otherwise approved by the Committee.

(3) Porte cocheres, mock porte cocheres and/or similar architectural shadowing effects shall be required in front of all garage doors facing the street and within twenty five (25') feet of the front building line. When a three car garage faces the street, the third bay shall be on a different plane from the first two single doors (or one double door) by a minimum of three (3') feet. Driveway access into the garage must permit movement of one car in and one car out while another car is parked outside the garage. All driveways must face the street address side of the lot. No garage door shall face the side street side line of a corner lot.

(4) No detached garage or garages behind the main building shall be permitted on lake lots.

(5) All driveways shall front on the street address side of the Lot. No driveway shall be nearer than two feet (2') to the side lot line. The driveway proper shall be no more than thirteen (13') feet wide at the point of intersection with the street; however, the apron may widen appropriately to facilitate ingress and egress.

C. Other Structures

(1) No basketball goals shall be permitted in front of the front building line or within three (3') feet of any side lot line.

(2) Portable basketball goals must be kept concealed from the street when not being used.

(3) No fence, wall, hedge, pergola, basketball goal, or other detached structure may be erected, grown or maintained on any part of any lot between the building set back line and the adjoining street(s) unless approved by the Architectural Control Committee. Any wall, fence or hedge erected as protective screening on a Lot by Developer or by any original builder of any building shall pass ownership with title to the Lot, and it shall be Owner's responsibility to maintain such protective screening thereafter.

(4) No free standing flagpole may be erected on any Lot.

(5) No improvements including, but not limited to, a spa or pool shall be built within ten feet (10') of the rear property line except a deck built within the specifications set by the Architectural Control Committee. No deck within ten feet (10') of the rear property line shall have any portion extending more than two feet (2') above the ground.

D. Sidewalks

Four foot (4') wide plain concrete finished sidewalks shall be required for each lot parallel to each street and placed between seven feet (7') and eleven feet (11') off the back of the curb. All driveways and walks crossing said sidewalks shall be plain concrete finished where they take the place of the sidewalk. The Architectural Control Committee shall issue specifications for building sidewalks. The curbs on the street shall not be broken for any reason. The Owner of the

applicable Lot shall be responsible for maintaining the sidewalk in a condition of good repair, even if the sidewalk is located within the right-of-way area adjacent to such Lot.

E. Minimum Square Footage within Improvements

The air conditioned livable area of each Dwelling shall not be less than twenty-five hundred (2,500) square feet for a one story house and twenty-eight hundred (2,800) square feet for a two story house. The square footage shall be determined by measuring to the outside of the exterior walls.

F. Building Material

All construction plans submitted for approval by the Architectural Control Committee must specify the color and type of materials of which the structure will be built. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish of any portion of a structure facing a street must only be brick, stone or other masonry material (collectively "Masonry Material"). All homes and garages shall have a minimum of ninety-eight percent (98%) masonry exterior. Any exception must be approved by the Architectural Control Committee. Exceptions will generally be granted only if there is an area of the house where the structure cannot support brick, in which case the Architectural Control Committee will approve the siding material to be used. Unpainted aluminum finish windows shall not be permitted.

G. Roofing Material

The roofs of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Control Committee, which approval must be obtained in writing before commencement of roof construction, covering or recovering. All roofs shall be of clay tile, concrete tile, slate or seamed metal. The Architectural Control Committee shall specify the quality, color, appearance and weight of roofing materials to be used and the use of any other material shall be specifically approved in writing by the Architectural Control Committee.

H. Fences

(1). Materials. Fences must only be constructed of brick, concrete, wood or wrought iron. No chain link, concrete, metallic or plastic fences shall be built. The portion of any fence which is constructed within thirty feet (30') of the front building set back line, parallel to the front building set back line must only be constructed of brick or wrought iron. A "wrought iron" fence may be made of wrought iron, steel or aluminum as long as it has the appearance of wrought iron.

(2). Perimeter Fences. All fences built along the rear of the Lots (Lots 1-4, Block 1; Lots 1-9, Block 2; Lots 33-40, Block 2) on the north and west perimeters ("Perimeter Fences") of the subdivision shall be brick. The Developer shall build said Perimeter Fences and the Association shall maintain them. In such regard, the Association shall have a perpetual easement and right-of-entry onto such Lots for the purpose of repairing, maintaining, demolishing, and rebuilding such fences. Homeowners shall not be permitted to alter Perimeter Fences in any way even if they are on the homeowner's property. The Perimeter Fences on Lots 5-22, Block 1, of the Subdivision may be built up to eight feet (8') tall.

(3). Wood Fences. All wood fences between lots shall be six feet six inches (6'6") tall and shall consist of six foot (6') pickets, a capboard and a four inch (4") kickboard. All wood fences shall comply with Architectural Control Committee specifications. No wood fence on a side yard may extend closer to the front of the lot than three feet (3') behind the main structure of the Dwelling.

(4). Fencing on Lakefront Lots. All fences within thirty feet (30') of the lake bulkhead on lake lots will be forty two inch (42") wrought iron fences. The Architectural Control Committee shall approve the design and placement of said fences.

I. Special Restrictions Regarding Lakefront Lots and/or the Lake

Lots 10 through 33, Block 2, are designated as Lakefront Lots. In addition to the General Restrictions in this document, the following restrictions shall apply to Lakefront Lots.

(1). No wall, fence, planter, hedge, or other screening device of any type whatsoever shall be constructed or permitted anywhere in the rear yard or side yard area without the prior written consent of the Architectural Committee.

(2). No item of any type or character, including, but not limited to vegetable or herb gardens, rock gardens, additional landscaping, hammocks, swings, statuary, swing sets or similar play equipment, basketball goals or other athletic equipment, boats or boating equipment, pools, clothes drying equipment, dog houses, dog runs, or other pet enclosures, signs, retaining walls or other structure or improvement or things which, in the sole discretion of the Architectural Control Committee, tends to detract from the appearance of the lake, shall be permitted nearer than thirty feet (30') to the rear lot line separating such Lot from the lakefront without the prior written approval of the Architectural Control Committee.

(3). There shall be no alterations to the bulkheads originally constructed by the Declarant, except upon the prior written consent of the Architectural Control Committee. The Association shall maintain and repair the bulkhead unless such bulkhead is damaged by an individual Owner who shall then be responsible for the repairs. (If damage is caused by an individual owner, such repairs may be undertaken by the Association and the cost of same charged-back against the Owner's account as an assessment, if not promptly paid upon an invoice being sent to the Owner.) The Association shall have a perpetual easement and right-of-way onto the applicable Lot for the purposes of maintaining, repairing, demolishing, and rebuilding the bulkhead.

(4). The lake is the property of the Association. The Architectural Control Committee shall have complete authority (requiring advance written consent) over what is built on or in the vicinity of the lake. Owners shall be permitted to build a dock of up to 120 square feet on the water adjoining their Lot, provided the plans and specifications for such dock are approved in writing in advance by the Architectural Control Committee. The dock shall not extend more than eighteen inches (18") above the water. No railings or roofs shall be permitted. Any improvements or construction undertaken on or in the vicinity of the lake shall be undertaken in strict compliance with all requirements of any applicable governmental entity or agency and all required permits shall be obtained, in addition to obtaining the prior written consent of the Architectural Control Committee as set forth herein above.

(5). No trees shall be planted within ten feet (10') of the bulkhead.

(6). No objects or materials of any kind shall be thrown in the lake, nor shall any trash be disposed of in the lake.

(7). No swimming pool, spa, or whirlpool shall drain or discharge in the lake.

(8). Owners may use only those boats on the lake which are not powered by any type of internal combustion engine or electrical motor; and provided further, any boat used on the lake must be approved in writing by the Association in advance of such boat being launched onto the lake. No boat may be stored or left outdoors when not in use. No one using a boat shall trespass on any homeowner's property on the lake. No internal combustion model boats shall be operated on the lake. Electric and wind powered model boats may be operated on the lake, provided they do not disturb others.

(9). There shall be no skiing, windsurfing, or swimming permitted on the lake.

(10). Fishing shall be permitted on the lake; however, the Association shall determine the minimum fish size and the maximum number of fish which may be caught per household per day, as well as the type of such fish. The Association shall be entitled to amend such matters to keep the lake well stocked. There shall be no fish cleaning permitted on or in the immediate vicinity of the lake. Those fishing must have all required fishing licenses.

(11). Owners may not place waterfowl, fish, plants, or other items into or on the lake. The Association has the sole responsibility for the placement, removal, and maintenance of all such items in the lake.

(12). No manual, electric or gas powered pump shall be permitted to draw lake water for any homeowner's private use.

(13). Chemicals, fertilizers, and pesticides shall not be permitted within ten feet (10') of the bulkhead.

(14). The Association and/or the Declarant/Developer shall not be responsible for any loss, damage, or injury occurring in or around the lake by any person, including, without limitation, Owners, their guests, family, invitees, and agents. To the fullest extent permitted by applicable law, each Owner shall and does hereby agree to indemnify, protect, hold harmless, and defend the Association and the Declarant/Developer, and their respective heirs, legal representatives, members, partners, agents, employees, officers, directors, shareholders, parents, and subsidiaries, from and against all action, suits, judgments, liabilities, and expenses, including courts costs and attorneys' fees of any nature, kind or description (including, without limitation, claims for property damage, injuries to or death of any person or entity, including, but not limited to, employees, agents, and sub-contractors of the Association, and personal representatives, family members, guests, or other third parties), directly or indirectly arising out of, or caused by or in connection with, or resulting from (in whole or in part), the use of the lake, the waterfalls, the other Common Facilities, and/or the Common Properties pertaining to the lake.

(15). The Association shall be entitled to publish and enforce such additional rules, or amendments to the above rules, pertaining to the Lakefront Lots, and/or the lake, as may from time-to-time be deemed to be in the best interest of the community.

J. Trees

On or before the occupancy of each Dwelling ("Occupancy"), the Owner of each Lot shall plant between the sidewalk and the Tree Line (as herein defined) two live trees, in the case of an interior Lot, and five live trees, in the case of corner Lots 18 and 40, Block 2. The Tree Line for a Lot shall be between the sidewalk and the front building line of the Lot. Each tree planted in satisfaction of this requirement (a "Lawn Tree") shall be of a hardwood variety and shall have a minimum trunk size of four inches (4") in diameter, provided, however, that the requirement to plant one tree of a hardwood variety may be satisfied by the planting of two softwood trees which shall have a minimum trunk size of four inches (4") in diameter.

On or before occupancy, the Owner of each Lot shall also plant between the curb and the sidewalk live oak trees ("Curb Trees") whose number and location shall be specified by the Architectural Control Committee. Each tree planted in satisfaction of this requirement shall be a minimum of a thirty gallon live oak tree, and all such trees shall provide full coverage for the lot's front and any side curbs with distances between Curb Trees of a minimum thirty feet (30') apart and a maximum of no more than forty feet (40') apart. No trees or shrubbery other than Curb Trees may be planted between the curb and sidewalk.

Lawn Trees and Curb Trees which are not planted in a timely manner or which subsequently die or are uprooted for any reason must be planted or replaced within a reasonable time following the occurrence or omission involved; provided, however, that to the extent necessary to avoid summer heat not conducive to planting of trees, the planting or replacement may be postponed for a time not to exceed six (6) months.

K. Lot Grading and Drainage

After the conveyance of each Lot or Lots from the Developer, each Lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot, nor shall any Lot be graded or maintained in such a manner as to allow the accumulation of standing water. Water from Lake Lots shall be permitted to drain into the lake. Any outside drainage system shall be built to end behind the curb. Said systems shall not drain to the lake. Swimming pool backwashes shall not drain water to the street.

L. Visual Obstructions at the Intersections of Public Streets

Nothing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines or extensions thereof shall be placed, planted, or permitted on a corner Lot.

M. Antennae and Satellite Dishes

(1) **Antennae.** No radio or television wires shall be maintained on any portion of any residential lot or on the outside of any building unless hidden from outside view. All radio or television aerial wires or antennae must be built within the main or other permitted structure and not visible from outside such structure.

(2) **Satellite Dishes.** Satellite dishes are prohibited except as follows: satellite dishes with a dish diameter not exceeding twenty four inches (24") and standing no higher than six feet (6') above the ground may be installed with the written approval of the Architectural Control Committee and in conformance with the material requirements, specifications, and plans for construction and installation presented to and approved by the Architectural Control Committee. Any satellite dishes and associated equipment shall be installed in a manner that precludes visibility from the street or any other public area. Only black or other very dark non-rusting dishes will be permitted. Without limitation of other remedies, any violation of this restriction will require removal of the offending antenna or satellite dish within thirty (30) days after written notice to the owner from the Architectural Control Committee at the expense of the owner.

N. Utility Easements

For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded plat and as they may appear in the records of the Harris County Clerk's Office, and no structure shall be erected upon any of said easements. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers, grass or other improvements located on the land covered by said easements.

O. Underground Electric Distribution System

An Underground Electric Distribution System will be installed in that part of the Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the 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, at the request of the electric company, has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of its electrical distribution system and also has 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 dwelling unit involved. For so long as underground service is maintained in the underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in Reserve(s) shown on the plat of the Subdivision, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter.

P. Lot Maintenance and Maintenance of Improvements

The Owners or occupants of all Lots (inclusive of adjacent easement areas) shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any Lot or portion thereof for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or other facilities where the 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 from public view, the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. The Owners or occupants of all Lots shall maintain all structures and improvements hereon in a condition of good repair. All such structures and improvements shall be maintained so as to avoid any unsightly conditions, including painting same as necessary to maintain in an attractive manner.

ARTICLE VI COMMUNITY MAINTENANCE

A. Assessments

An annual maintenance assessment payable in advance on January 1 or each year for the purpose of creating a fund for the operation of an entity to be known as the Windsor Park Lakes Homeowners Association, Inc. (the "Association"), a non-profit corporation, shall be imposed on each Lot. The maintenance assessment shall commence with the date of conveyance of such Lot by the Developer, its successors and assigns. The owner, for each Lot owned within the subdivision, 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 to pay to the Association (1) annual assessments ("Assessment") and (2) other charges ("Charges") provided for herein below. Annual Assessments shall be established and collected and other Charges shall be collected as hereinafter provided. All past due maintenance assessments shall bear interest from the due date until paid at an annual rate not to exceed the applicable statutory usury limits. The annual assessments and other charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment of charge is made. However, the aforesaid lien is expressly subordinate and inferior to any first mortgage lien on any Lot in the Subdivision. In addition to the Charge on the land, each such Assessment or Charge, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such land at the time when the Assessment or Charge fell due. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed by the Developer, or its assigns, with respect to each Lot.

The Assessment shall be established or adjusted by the Association from year to year as the needs of the property may, in its judgment, require but in no event shall such Assessment exceed Two Thousand, Five Hundred and No/100ths Dollars (\$2,500.00) per Lot per year. The Assessment shall remain effective until twenty (20) years from the effective date hereof, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots may revoke such Assessment on either the twentieth anniversary of the effective date hereof, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to either the twentieth anniversary of the effective date hereof, or at any time prior to the expiration of any successive ten (10) year period thereafter.

B. Enforcement

The Association, its successors or assigns, without liability to the owner or occupant in trespass or otherwise, may, after ten (10) days' written notice to the owner or occupant and failure of the owner or occupant to comply with the terms of such notice, enter upon such Lot or Lots and do or cause to be done such actions that will bring the Lot and improvements thereon

into compliance with these restrictions. The cost ("Charges") of carrying out such actions shall be billed to the Lot owner by the Association by placing such bill in the United States mail, postage paid. Any Assessments and Charges which are not paid when shall be delinquent. If the Assessment or Charge is not paid within thirty (30) days after the due date, the Assessment or charge shall bear interest from the date of delinquency at a rate which shall be the lesser of fifteen percent (15%) per annum or the maximum non-usurious rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against such Lot, regardless of whether or not there is personal liability of the current owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Charge. Each such owner, by his acceptance of a deed to a Lot, 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 Charges as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by judicial action brought in the name of the Association and by a non-judicial action in a like manner as a deed of trust lien on real property, and such owner hereby expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of such lien. The lien provided for in this paragraph 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 bind for the interest foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

C. Expenditures

The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of the lake and surround reserve, esplanades, restricted reserves, recreational facilities, common open areas, and aesthetic features located within county right-of-way), toward the payment for maintenance of streets paths, parkways, cul-de-sacs, esplanades, vacant Lots, lighting, fogging, employing of security guards, policemen and workmen, enforcement of these restrictions, and any other things necessary or desirable in the opinion of the Association to maintain or improve the property or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund shall be final as long as said judgment is exercised in good faith.

**ARTICLE VII
The Association**

A. Membership

Every person or entity who is a record owner of any Lot of Lots (an "Owner") shall be a member of the Association (a "Member"). No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Other lands may hereafter be annexed into the 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 Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each Lot in any future section shall be impressed with and subject to Assessments and Charges imposed hereby. Such additional stage of development may be annexed in accordance with the provisions of Article XI, upon a merger or consolidation of the Association with another association. The Common Properties may be transferred to a surviving association, or alternatively, the properties, rights, and obligations of another association may be consolidated with those of the association pursuant to a merger. The surviving or consolidated association shall administer the restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration, except as agreed to by an eighty percent (80%) vote of the Owners of the Association.

B. Voting Class

The Association shall have two classes of voting membership:

(1). **Class A Membership.** Class A Members shall be all Owners, except Developer, and each shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members and 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 any one Lot.

(2). **Class B Membership.** Class B Members shall be the Developer who shall be entitled to nine (9) votes for each lot owned.

Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) The tenth (10th) anniversary date of this Declaration.

C. Authority

Windsor Park Lakes Homeowners Association, Inc., a non-profit corporation, shall be organized pursuant to the laws of the State of Texas, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation. Windsor Park Lakes Homeowners Association, Inc. shall be an independent entity and has no connection with the Windsor Park Estates Homeowners Association, Inc.

The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Subject to the provisions below, every Member shall have a common right and easement of use and enjoyment in the Common Properties for the purposes for which the Common Properties are created, and such right and easements shall be appurtenant to and shall pass with the title to every Lot. All Owners shall be members of the community swim and tennis club.

The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(1). The Association shall have the right to borrow money and with the consent of Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members to mortgage the Common Properties.

(2). The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.

(3). The Association shall have the right to suspend the enjoyment rights of any member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid.

(4). The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any member for any period not to exceed sixty (60) days for any infraction of such rules and regulations. Accordingly, the Association shall assume responsibility for making and enforcing rules for the use of limited access gates, the lake, and the swimming and tennis facilities.

(5). The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees established by the Association for the use of any facilities which are a part of the Common Properties.

(6). The Association shall have the right to dedicate or convey all or any part of the Common Properties to any public authority for such purposes and subject to such conditions as may be agreed to by the Association.

(7). The Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of Owners, with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members voting in person or by proxy, at a meeting duly called for this purpose.

ARTICLE VIII
Enforcement

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of the Association and of any subsequent Owner of a Lot or Lots in Windsor Park Lakes, Section One, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more or said parties.

ARTICLE IX
Severability

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

ARTICLE X
Amendment to the Above Restrictions

The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots and thereafter by an instrument signed by the owners of not less than fifty-one percent (51%) of the Lots. The Developer, its successors and assigns, may within five (5) years from the date of this Declaration, amend these covenants and restrictions without the Association's approval when, in its opinion, such amendment will beneficially affect the overall plan of the development for the subdivision. This may be done without the approval of the Association. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas. In no event shall the number of Lots be increased. In no event may this Declaration be amended, nor may the Architectural Control Committee grant a variance, to reduce this Declaration's requirements with respect to the minimum square footage of a Dwelling or with respect to the requirement that no Dwelling shall be constructed on less than one Lot, except by an instrument signed by the Owners of not less than one hundred percent (100%) of the Lots.

ARTICLE XI
ADJACENT PROPERTY

The Subdivision is a part of a larger tract or block of land owned by Developer. While Developer may subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration as Developer shall, in its sole discretion, desire. For so long as there is a Class B Membership, any such additional subdivided property or properties may be annexed into the jurisdiction of the Association at the sole election of the Developer. Any such annexed property or properties shall be subject to a declaration providing for a uniform rate of Assessments with the Lots covered by this Declaration and with such reservations, restrictions, covenants, and easements as shall be compatible with such matters as set forth herein.

Executed effective the 15 day of March, 1996.

WINDSOR PARK ESTATES, LTD.
a Texas limited partnership

[Signature]

By: Nino R. Corbett
Title: President
of ACADEMY DEVELOPMENT, INC.
its General Partner

THE STATE OF TEXAS

COUNTY OF HARRIS

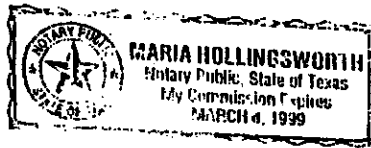
§
§
§

BEFORE ME, the undersigned authority, personally appeared Nino R. Corbett in his capacity as President of Academy Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL this, the 15th day of March, 1996.

[Signature]
Name: Maria Hollingsworth
My Commission Expires: 3/16/99

[seal]



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOIDED AND UNENFORCEABLE UNDER FEDERAL LAW THE 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

MAR 18 1996

Return to:
Academy Dev.
7302 Birchtree Forest Dr
Houston, TX 77088



[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
95 MAR 18 PM 1:08
COUNTY CLERK
HARRIS COUNTY TEXAS