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**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OAKMONT VILLAGE**

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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THIS DECLARATION made on the date hereinafter set forth by THE PRESERVE AT AUGUSTA PINES, a Joint Venture, its successors and assigns, hereinafter referred to as "Declarant:"

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land containing 19.60 acres out of the John C. Donnelly Survey, Abstract No. 233, Harris County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes by reference which tract of land has been heretofore subdivided into that certain subdivision known as OAKMONT VILLAGE, SECTION 4, THE PRESERVE AT AUGUSTA PINES (hereinafter "OAKMONT VILLAGE"), a recorded subdivision in Harris County, Texas and

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WHEREAS, it is the desire and intent of Declarant that said OAKMONT VILLAGE, except those portions thereof designated as easements and open space on the Plat be developed into single family residences, said OAKMONT VILLAGE being hereinafter referred to as the "Property;" and

WHEREAS, Declarant desires to hold, sell, and convey the Property, subject to the following additional covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of lots within the Property.

NOW THEREFORE, Declarant hereby adopts the following covenants, conditions and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall be applicable to the lots within said Property and shall run with the land and shall bind 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. "Architectural Review Committee" shall mean and refer to the architectural review committee created pursuant to this Declaration of Covenants, Conditions, and Restrictions for OAKMONT VILLAGE which shall have jurisdiction over the Property.

Section 2. "Association" shall mean and refer to the OAKMONT VILLAGE HOMEOWNERS ASSOCIATION, INC. a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Areas" shall mean and refer to Common Open Area as hereinafter defined.

Section 5. "Common Open Area" shall mean and refer to all real property owned and maintained by the Association for common use and enjoyment of the Owners and others as may be hereinafter conveyed to the Association by the Declarant, including but not limited to the storm water detention area located near the southwest corner of the Property, and other lakes and parks located on the Property.

Section 6. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 7. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 8. "Declarant" shall mean THE PRESERVE AT AUGUSTA PINES, a Joint Venture, its successors and assigns.

Section 9. "Easements" shall mean and refer to the various utility or other easements of record and such other easements as are created or referred to in this Declaration.

Section 10. "Lot" shall mean and refer both to each parcel of land conveyed to an Owner upon which there has been or will be constructed a single family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas.

Section 11. "Member" shall mean and refer to each person or entity who owns a Lot.

Section 12. "Owner" shall mean and refer to the record owner (other than Declarant or

a Builder), whether one or more persons or entities, of the fee simple title to the surface estate in any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Private Streets" shall mean and refer to all real property shown and designated as "private streets" on Exhibit "B" attached hereto.

Section 14. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 15. "Residence" shall mean and refer to the single family residence constructed on a Lot.

ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1. Declarant's Reservation. It is expressly agreed and understood that the title conveyed by Declarant to any Lot within the Property by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadway or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, audio, video, security or communication facility or system or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon the Property or any part thereof to serve said Property, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Association.

Section 2. Reservation of Minerals. The Property is hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns, and predecessors in title in accordance with their respective interests of records all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of the Property for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the Property with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') by means of wells located on the surface of the land outside the Property. Such exceptions, retained rights, and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their respective interests of record.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to the Common Areas 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 grant or dedicate easements in, on, under or above the Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;
- (B) The right of the Association to limit the number of guests of Owners who may use the Common Areas;
- (C) The right of the Association to (1) suspend water service (if water service is paid by the Association through a common master meter), (2) suspend the voting rights and (3) suspend the right to use the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Subject to the limitations set forth in Section 1 above, any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and recreational facilities located thereon to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, or release a Lot owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas thereon or by abandonment.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a record Owner of a Lot within the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to an may not be separated from ownership of the Lot which is subject to assessment by the Association.

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned by Declarant for as long as Declarant owns any Lot.

Section 3. Meetings. The members of the Association shall elect members of the Board of Directors and vote on such other matters as may be presented by the Board of Directors at annual meetings established by the By-Laws of the Association. Special meetings of the membership may be called in accordance with the By-Laws of the Association. The Board of Directors shall govern the affairs of the Association. The members of the Association may vote in person or by proxy and, if by proxy, in accordance with the By-Laws and regulations adopted by the Association governing proxies.

Section 4. By-Laws. The affairs of the Association shall be regulated by the By-Laws of the Association. The By-Laws of the Association shall be adopted by the Declarant and thereafter may be amended only by the vote of a majority of the members voting at a duly called meeting of the membership following thirty (30) days prior notice setting forth the proposed change to the By-Laws in writing.

Section 5. Voting. For the purpose of determining whether any percentage of the members is attained in any action taken by the membership, each Lot shall be counted separately, regardless of whether one or more Lots may be owned and voted by the same person or entity.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each improved Lot owned within the Property hereby covenants and the Owner of any improved Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association

- (A) annual assessments or charges;
- (B) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and
- (C) all costs, including but not limited to attorney's fees in connection with the enforcement of any provision of this Declaration.

The regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees for collection shall be a charge on the land and shall be a prior and continuing lien upon the Lot and upon any and all rents, profits, and proceeds arising from the rental or sale of the Lot against which each such assessment is made. Each such assessment, together with interest, penalty, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment

became due.

Section 2. Assignment of Rents, Profits, and Proceeds. The Declarant for each Lot within the Property hereby assigns, and the Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to assign to the Association all rents, profits and proceeds from each Lot for the payment of any and all regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees, whether current or delinquent. This assignment is a present, absolute and unconditional assignment which may be enforced by the Association, without the necessity of any legal proceeding, by demanding and receiving payment from any person or entity who or which may owe the same for the use of any Lot at any time when the regular and special assessments and costs of enforcement, together with interest, penalties, costs, and reasonable attorney's fees become or remain due and unpaid.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Areas or for the payment to or reimbursement of other private parties or governmental entities for the furnishing of such services to the Association.

Section 4. Maximum Annual Assessment.

- (A) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be seven hundred fifty dollars (\$750.00).
- (B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year by the greater of the increase in the Consumer Price Index for the year involved or ten percent (10%).
- (C) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment may be increased above the limitations contained in Paragraph (B) above by a vote of two-thirds (2/3) of the votes cast, in person or by proxy at any annual meeting or at a special meeting of the Association called for this purpose.
- (D) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowed each year.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of defraying in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement or a

capital improvement in the Common Areas, including fixtures and personal property related thereto, or (2) the cost of any service provided to the Association, provided that any such special assessment shall have the assent of 2/3 of the votes in the Association in person or by proxy at any annual meeting or at a special meeting duly called for this purpose.

Section 6. Rate of Assessment. Each Lot shall commence to bear their applicable assessments when conveyed by the Declarant to an Owner. Lots which are owned by Declarant shall be assessed only in the event and then only to the full extent that assessments to be paid at the maximum amount allowed by Owners of Lots owned by other than Declarant are not sufficient to meet the operating budget of the Association.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether or not the assessment on a specified Lot have been paid, and if not, the amount due.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18 %) per annum or the maximum non-usurious interest rate as then may be permitted under the applicable law in the State of Texas. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot and interest, costs of collection, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each Owner by his acceptance of title 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 enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure of the defaulting Owner's Lot. The foreclosure of the lien may be instituted in the name of the Association at the exclusive election of the board, either judicially or non-judicially. Any non-judicial foreclosure sale shall be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as herein set forth. The Declarant does hereby and each Owner, by accepting title to a Lot in OAKMONT VILLAGE expressly grant to the Association and its Trustee, A. BRUCE WILSON, and each successor trustee as hereinafter provided, hereinafter referred to as "Trustee," a power of sale in connection with the continuing lien created and imposed by this Article IV. The lien provided for in this Article IV shall be in favor of the Association acting on behalf of the Lot Owners and the Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

Section 9. Trustee's Sale. It shall at any time while any part of said assessment, interest, costs or attorney's fees remain unpaid, be the duty of the Trustee at the request of the Board of Directors of the Association to enforce this trust, exercise the power of sale herein granted and to sell the Lot(s) of any Owner(s) who have failed to pay to the Association any sum secured by the continuing lien imposed and created by this Article IV, by any method now or hereafter provided by law for foreclosing the liens imposed by this Declaration, including without limitation, all rights and remedies provided under Section 51.002 of the Texas Property Code or any amendment or recodification of the same or any successor law or statute, whether state or federal, which supersedes or replaces all or any part of the laws of the State of Texas relating to or governing the foreclosure of liens under a deed of trust or any other instrument granting a non-judicial power of sale. The Trustee shall convey to the purchaser or purchasers with general warranty on behalf of the Owner(s) of the Lot(s) so sold, and the title to such purchaser or purchasers when so made by Trustee, the said Owner(s) hereby bind themselves, their heirs, executors and administrators to warrant and forever defend. The Association may purchase at any Trustee's sale. A credit upon all or any part of the assessments and other charges owed shall be deemed cash paid for the purpose of this paragraph. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses and advertising, sale and conveyance, including a commission of five percent (5%) of the gross proceeds of such sale or sales to the Trustee acting, and shall next apply such proceeds toward the payment of the assessments, interest, costs, and attorney's fees, and the remaining balance, if any, shall be paid to the Owner(s) of the Lot sold, their heirs and assigns. The right and power of sale hereunder shall not be exhausted by one or any sale, but so long as any of said indebtedness remains unpaid, the Trustee or Substitute Trustee may make other and successive sales.

Section 10. Substitution of Trustee. Should the Association elect at any time (with or without cause) to remove the Trustee then acting, a successor and substitute may be named, constituted and appointed by the Board of Directors of the Association without further formality than an appointment and designation in writing, signed by an officer of the Association, which appointment and designation shall be full evidence of the right and authority to make the same and all of the facts therein recited, and this conveyance shall vest in the Successor or Substitute Trustee, the title powers and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser shall be equally valid and effective. Such right to appoint a Successor or Substitute Trustee shall exist as often as the Association may elect and whenever the Trustee, original or substitute, cannot or will not act or has been removed.

Section 11. Validity of Acts. The Declarant does hereby and each Owner, by accepting title to a Lot in OAKMONT VILLAGE specifically covenant and stipulate that the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters herein stated, that no other proof shall be requisite of the request by the holder of said indebtedness on the Trustee to enforce this trust, or of the advertisement or sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee or Substitute Trustee to act or of the removal of the Trustee or the appointment of a Substitute Trustee as herein provided as to the legality of his appointment or otherwise or of the

contingencies which brought about the failure or inability of the Trustee to act, or of the Trustee's removal, as the case may be, that all prerequisites of said sale shall be presumed to have been performed, and that the sale made under the powers herein granted shall be a perpetual bar against the Owner(s) of the Lot(s) sold, their heirs, and assigns.

Section 12. Possession of Foreclosed Lot. The Declarant does hereby and each Owner by accepting title to a Lot in OAKMONT VILLAGE, specifically agree that after any sale under this Deed of Trust they or their heirs or assigns shall be mere tenants at sufferance of the purchaser of said property at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that if the Owner(s) of the Lot(s) sold fail to vacate the premises immediately, such purchaser may and shall have the right to go into any justice court having venue or any other court hereafter having jurisdiction of forcible detainer or eviction actions and file an action for possession of the Lot(s) sold, which action shall lie against Owner(s) thereof or their heirs or assigns or any persons claiming under said Owner(s) as tenants at sufferance. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

Section 13. No Election. The filing of a suit to collect any sums due hereunder or to foreclose any lien, mortgage or security interest created hereunder, either on any matured portions of the indebtedness or for the whole indebtedness, shall never be considered an election so as to preclude foreclosure under powers of sale herein contained after a final judgment on the debt or the dismissal of the suit for foreclosure.

Section 14. Subordination of the Lien to Mortgage. The lien and assignment for the payment of the assessments provided for herein shall be subordinate to the liens and deeds of trust securing any first mortgage. On the written requests of any owner, the president of the association may subordinate the lien and assignment for the payment of assessments to other liens which may, under the applicable laws of the State of Texas and of the Texas Constitution be affixed against the lot or improvements to the lot of each owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for assessments which became due prior to such sale or transfer. No sale or transfer shall release any Lot from liability or any assessment which thereafter become due or from the lien securing the payment thereof.

ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Architectural Approval. Declarant hereby reserves and retains the right of architectural review to itself or its assignee as hereinafter provided.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structure or the color thereof (including, without limitation, grading plans, landscaping, reroofing materials, patio covers and trellises, plans for off-street parking of

vehicles and utility layout) be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to an approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, the Committee shall be deemed to have disapproved such design. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure, planting, modification or repair which has not received approval or is built or installed other than according to the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as to complying with the applicable minimum construction standards adopted and promulgated from time to time for the Property by Declarant or its assignee shall be only for such purposes and shall not serve as approval for any other purpose. Declarant hereby reserves and retains the right at its option to assign its rights hereinabove set forth to an architectural review committee appointed by the Board of Directors of the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the property offices of Declarant and placed of record in the appropriate records of the County Clerk of Harris County, Texas, and shall be effective from and after the date said instrument is recorded. Construction of any approved plan shall commence within 90 days following the date of approval by the committee. If construction is not commenced within such 90 day period, the applicant must resubmit for approval by the committee plans and specifications, together with a fee of \$250.00.

Section 2. No Liability. Neither Declarant, the Association, its Board of Directors, or the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person submits plans or specifications to the Architectural Review Committee for approval agrees that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

Section 3. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of two (2) years from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee or its designated representative, shall appear of record in the office of the County Clerk of Harris County, Texas, unless legal proceedings shall have been instituted to enforce compliance or

completion.

Section 4. Rules and Regulations. The Architectural Review Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI.

Section 5. Variances. Where circumstances such as topography, location of property lines, location of trees, or other matters require the Architectural Review Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in the Declaration under the jurisdiction of such committee pursuant to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

Section 6. Initial Members. Declarant hereby appoints and designates PERRY R. SENN, MARGARET CHIONIS, and KEVIN YOUNG as the initial members of the Architectural Review Committee to serve until their successors are appointed. Declarant or its assignee may appoint, remove or reappoint such members of the Association as it may from time to time elect.

ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (A) Own, maintain and otherwise manage the Common Areas and all facilities, improvements and landscaping thereon;
- (B) Pay any real and personal property taxes and other charges assessed against the Common Areas;
- (C) Have the authority to obtain for the benefit of the Common Areas all services and utilities needed for their use and enjoyment by the Members;
- (D) Grant easements where necessary for utilities, security communications, telecommunications, drainage facilities over the Common Areas to serve the Common Areas and the Lots;
- (E) Maintain such policy or policies of insurance as the Board of Directors may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;

- (F) Have the authority to contract with a management company for the performance of maintenance and repair of the facilities, improvements and landscaping in the Common Areas and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the votes of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon thirty (30) days written notice or without cause by either party upon ninety (90) days written notice;
- (G) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors;
- (H) Have the duty and the power to establish and maintain a capital improvement reserve fund in an amount sufficient to provide for the repair and replacement of common areas, street lightning, entrance markers and monuments, irrigation, landscaping, fountains, amenity lakes and ponds, common fencing, and parks, in an amount determined from time to time to be adequate for such purposes by the Board of Directors;
- (I) Have the power to provide for the removal of household trash or garbage in accordance with prevailing environmental regulations, provided that the cost of removal of household trash and garbage from each Lot shall be paid to the Association by the Owner of each Lot upon demand, which costs shall become a part of and enforced in the same manner as the assessments against each Lot provided in Article V of this Declaration;
- (J) Have the power to adopt regulations governing the preparation, placement and removal of all trash, garbage, tree and brush trimmings on and from each Lot;
- (K) Have a duty to landscape and maintain the landscaping within the Common Areas.

**ARTICLE VIII
EASEMENTS**

Section 1. Utility Easements. Whenever electricity, telephone lines, water lines, gas lines, cable television lines, or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon land owned by the Association or others that the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots or parcel of land within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

Section 2. Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, water, cable television, gas, and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 3. Electrical Service. Each Owner shall be responsible for installing and maintaining underground electrical service on each Lot. An electric distribution system will be installed in OAKMONT VILLAGE in easements provided for that purpose. The electrical distribution system shall consist of overhead primary and secondary feeder circuits constructed on wood or steel poles, single or three phase, pad or pole mounted or other types of transformers, junction boxes, and such other appurtenance as shall be necessary to make electrical service available to each Lot. The Owner of each Lot shall, at the Owner's own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure or structures 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.

Easements for the electric service may be crossed by driveways, walkways, and patio areas. Such easements for the electric service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any drainage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Private Streets. All Lots shall have access to a Private Street.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles, including but not limited to service vehicles for the installation, repair, maintenance, meter reading, or other activities in connection with the furnishing of electrical, gas, telephone, security, telecommunication, or audio and video services serving any Lot, to enter upon the Common Areas. Further, an easement is hereby granted to the Association, its officers, agents, employees, contractors, and management personnel to enter the Common Areas to render any service.

ARTICLE IX RESTRICTIONS OF USE

Section 1. Residence Construction. No buildings shall be erected, altered, or permitted to remain on any Lot other than one detached single family residence. Each such residence shall have a private garage attached to the residence for not less than two (2) nor more than (4) cars, which shall not be used for residential purposes and which shall be connected to a Private Street by a driveway. Not more than one (1) residential structure shall be placed on a Lot.

Section 2. Location of Buildings. No building shall be placed or maintained on any Lot nearer to the street or the side property lines of any Lot than the front or side building set back lines established as set forth on the plat attached hereto as Exhibit "B."

Section 3. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of such Owner's Residence or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done outside. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the foregoing prohibition against commercial activities, each Owner may maintain a home office in the Residence for conducting professional or managerial activities, provided that such activities do not include bringing clients, patients, customers, or business invitees to the Property on a regular basis.

Section 4. Minimum Square Footage. The minimum square footage of all residences constructed on the Lots shall be 1,800 square feet of living space. The maximum square footage of all residences constructed on the Lots shall be 2,800 square feet of living space. No more than one residence shall be built on any one Lot. The maximum height of any residence shall be forty (40) feet.

The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where in its judgment such deviation will result in a more common beneficial use.

Section 5. Construction Materials. The Residence shall be constructed so that the exterior walls are not less than twenty-five percent (25%) brick, stone, or stucco, and in no event of more than seventy-five percent (75%) of masonry siding. No metal, vinyl, fiberboard, wood, or plastic siding shall be permitted on any Residence. The roof of a Residence, including the roof of any garage shall be constructed or covered with 25 year Elk Prestique II Weathered Wood or equal material as approved by the Architectural Review Committee. The driveway leading to the garage from the Private Street shall be constructed in accordance with the following provisions: At least the initial 16 feet of the driveway from the Private Street shall be constructed of stamped concrete, in a brick pattern, colored walnut brown, or such other colors or materials as the Architectural Review Committee may approve.

Section 6. Street and Lot Lighting. Declarant shall create common street lighting. Any additional lighting to be installed by Owner on each Lot shall be subject to prior approval as to design, location, and light source by the Architectural Review Committee.

Section 7. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the

Property except one sign for each Lot not more than thirty-six (36) inches by forty-eight (48) inches for the purpose of advertising the Residence located thereon for sale or rent. The Association shall have the right to remove any such sign, advertisement, or billboard, or structure which is placed on any Lot in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. However, Declarant shall have the right to construct temporary signs during the pre-development and development stages of the project. Said signs are to promote the sale of the property and will be removed once all lots have been sold.

Section 8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time, either temporarily or permanently without the express written approval of the Architectural Review Committee.

Section 9. Animal Husbandry. Dogs, cats, and other usual and ordinary household pets may be kept in any Residence, provided they are not kept, bred, or maintained for any commercial purpose. No swine, goats, sheep, or fowl or large birds may be maintained on any Lot. No exotic animals of any kind may be permitted on any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on a Lot which result in any annoyance or are obnoxious to residents of the Property. No animals shall be permitted outside of any Lot except under the control of the Owner of a member of the Owner's family.

Section 10. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs, off truck, or boat rigging shall be parked or stored permanently or semi-permanently on or beside any driveway in front of the Residence or on any Private Street. No recreational vehicle and no truck having more than two (2) axles or a rated cargo capacity of more than one (1) ton shall be parked or stored on any Lot, except vehicles may be parked near the Residence for periods not to exceed eight (8) hours during any seven (7) day period for loading, delivering and moving. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for twenty-four (24) or more consecutive hours.

Section 11. Walls, Fences and Hedges. All Lots shall be fenced in accordance with specifications therefore established by the Architectural Review Committee. No wall fence, planter, or hedge shall be erected or maintained on any lot without the prior written approval of Architectural Review Committee. The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in its judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant, its agents or assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to thereafter maintain said protective screening. Any fence wall constructed or maintained on any Lot which faces a Private Street shall be constructed of stone or designated material determined by Architectural

Review Committee. As part of the integrity of the community of OAKMONT VILLAGE, a perimeter fence shall be maintained continuously on the property line of each lot which does not adjoin another Lot or Private Street within the Property, in this regard it is intended that there will be a continuous perimeter fence around all of the boundaries of the Property. Each Owner will construct and maintain on each Lot which abuts the perimeter of the Property a fence which meets the construction standards established by the Architectural Review Committee and which joins with the fence on either side of it. The Association will be responsible for constructing and maintaining those parts of the perimeter fence which is on any Common Area, specifically including but not limited to the entry gate and storm water detention areas. For the purposes of this Section, a hedge shall be defined as a row of bushes, shrubs or trees which at natural maturity may exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier in the same manner as a fence.

Section 12. Visual Screening. The drying of clothes in public view is prohibited.

Section 13. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assignee may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut or cause to be removed such weeds, grass, garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant as the case may be, agrees by the purchase or occupation of the Property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 14. Landscape Maintenance. The initial installation of landscaping to the front of each residence facing a Private Street shall be under the exclusive control of the Architectural Review Committee. Thereafter, each Owner shall at all times maintain the landscape in conformity with the landscape initially established by the Architectural Review Committee. In the event of default on the part of the Owner or occupant of any Lot, in observing the above requirements or any of them, such default, after ten (10) days written notice, Declarant or its assignee may, without liability to the Owner or occupant for trespass or otherwise, enter upon said Lot and restore the landscape to a condition satisfactory to the Architectural Review Committee, and may charge the Owner and the occupant of such Lot for the cost of such work. The Owner

or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure payment of such charges in the event of non-payment by the Owner or occupant a vendor's lien herein and hereby retained against the above-described Lot in favor of Declarant or its assignee, but inferior to the purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 15. Maintenance of Improvements. All improvements on each of the Lots shall be kept at all times in a sanitary, healthful, attractive and structurally sound condition, and the Owner or occupants of all Lots shall maintain, repair and replace the walls, windows, roofs, doors, foundations, walkways, driveways, and all other improvements upon each of the Lots as and when such maintenance, repair or replacement is required to maintain the improvements in a sanitary, healthful, attractive, and structurally sound condition. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, repair, replace, and otherwise maintain the walls, windows, roofs, doors, foundations, walkways, driveways, and other improvements or do any other thing necessary to secure compliance with these restrictions, so as to place the improvements on said Lot in a neat, attractive, healthful, sanitary and structurally sound condition, and may charge the Owner and the occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above described Lot in favor of Declarant to its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 16. Antennae. Subject to the provisions of applicable law, no antennae or devices for sending or receiving radio, television, telecommunication, or microwave signals shall be erected or maintained except in accordance with the guidelines adopted and published by the Architectural Review Committee, which guidelines may be amended from time to time to allow for changes in technology and regulatory requirements. No antennae shall be installed on a Residence which will be visible from the Private Street in front of the Lot and no free standing antennae shall be installed on any residence or lot.

Section 17. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, placed or maintained on or in any residence.

Section 18. Refuse Collection. Household trash and garbage will be collected and removed at Owner's expense in accordance with rules and regulations adopted from time to time by the Board of Directors; no trash or garbage shall be maintained or permitted to remain on a Lot except in containers and at locations approved by the Board of Directors. No trash, garbage, brush, or leaves shall be burned on any Lot. In the event any tree is removed from a Lot, no part

of the tree shall be burned on the Lot except in a fireplace constructed as part of the improvements on the Lot.

Section 19. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect a Lot or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

Section 20. Condemnation. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all first mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the Association and be paid for out of assessments collected pursuant to Article V hereof. Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the common areas, the Association, in addition to the general powers set out herein, shall have sole power to respond to any such proceeding, to make any settlement with the condemning authority in lieu of such condemnation proceedings and with respect to any such taking, all damages and awards shall be determined for such taking as a whole and not each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and first mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Areas so taken or damaged. In the event it is determined that such Common Areas should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners.

Section 21. Option of Declarant to Reacquire Title to Lot in Event of Breach of Obligation to Commence and Complete Construction. Declarant does and shall retain an option to reacquire title to each lot sold. The option retained by Declarant shall be exercisable upon the failure of the purchaser of a lot to comply with the following schedule concerning commencement and completion of construction:

(A) Each purchaser of a lot shall submit plans and specifications to the Architectural Review Committee and have those plans approved by the Architectural Review Committee not later than eighteen (18) months from the date title is acquired to a lot or lots.

(B) Construction of improvements to a lot or lots must begin no later than twenty-one (21) months from the date title is acquired to the lot or lots.

(C) Construction must be substantially completed no more than thirty (30) months from the date of acquisition of title to the lot or lots.

In the event any purchaser of a lot or lots shall fail to comply with any of the foregoing deadlines, Declarant, pursuant to the option retained by it above described, may terminate the right of the lot owner and reacquire title to the lot by the exercise of its option. The option shall be exercisable on thirty (30) days written notice. At the end of thirty (30) days of the giving of written notice, title to the lot shall be reconveyed to Declarant or its assigns for a sum of money equal to ninety percent (90%) of the purchase price paid to Declarant for the purchase of the lot. This option shall be binding upon each purchaser and his successor in interest and is a covenant which shall run with the land.

Section 22. Use of Gas Utilities. Each lot will be provided with a natural gas line. Each residence constructed on each lot shall have at a minimum the following gas appliances: gas water heater and gas furnace. Each homeowner who does not install, maintain, and operate the minimum required gas appliances provided for by this provision, shall pay a one (1) time non-utilization fee of \$500.00 to Declarant.

ARTICLE X GENERAL PROVISIONS

Section 1. Declarant's Right to Annex Additional Property. Declarant shall have the exclusive right to annex additional real property to the property known as OAKMONT VILLAGE, which additional real property upon annexation by Declarant shall be subject to and have the benefit of all of the covenants, conditions, and restrictions herein set forth.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the enforcement of any covenant or restriction contained in this Declaration is prevented in whole or in part by any statute or regulation which is subsequently superseded to permit the enforcement of the said covenant or restriction, no act or omission of the Association or any Owner during the period when enforcement was prevented shall be deemed to have waived or otherwise limited the subsequent enforcement of such covenant or restriction to the full extent of its original meaning and tenor.

Section 3. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision which shall remain in full force and effect.

Section 4. Amendment. These covenants, conditions, and restrictions shall run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all Owners of the Lots, for a period extending until December 31, 2032 at which time they shall be extended automatically 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 said covenants in whole or in part, or to revoke them. These covenants, conditions and restrictions may be amended or revoked at any time by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots.

The Declarant reserves the right, during the period in which Declarant owns not less than ten (10) Lots, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record for the purpose of resolving or clarifying any ambiguities or conflicts therein or correcting any inadvertent misstatement, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other mortgage lender; provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member to the extent provided by law. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to end that inspection of the books and records by any Member or Members will not become burdensome to or constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 8. Mergers. Upon a merger or consolidation of the Association with another association as provided in its articles of incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association, or alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration under one administration. No such merger or consolidation shall cause any revocation, change, or addition to this

Declaration.

Section 9. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern but only to the extent of such conflict.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal effective as of the 5th day of May, 2002. (2)

THE PRESERVE AT AUGUSTA PINES
a Joint Venture

[Signature]
By: Perry R. Senn, Joint Venturer

102
102

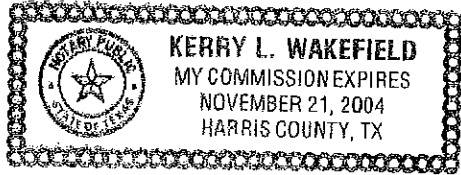
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary on this day personally appeared PERRY R. SENN, joint venturer of the PRESERVE AT AUGUSTA PINES, a Joint Venture, and on behalf of said joint venture, proved to me through Texas Drivers License Number N/A, 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 consideration therein expressed.

GIVEN under my hand and seal of office this 6th day of May, 2002.

[Signature]
Notary Public, State of Texas



LIENHOLDER'S JOINDER

The undersigned, UNION FEDERAL SAVINGS BANK, being the holder of certain liens covering a portion of the above described property, does hereby join the execution of this instrument for the sole purpose of subordinating its liens to the terms of conditions of the foregoing Covenants, Conditions, and Restrictions.

EXECUTED effective as of the date set forth above.

UNION FEDERAL SAVINGS BANK

By: *[Signature]*
Its: V.P.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary on this day personally appeared FRANK Sheehy (name), Vice Pres. (title) of UNION FEDERAL SAVINGS BANK, and on behalf of said association, proved to me through Texas Drivers License Number A/A, 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 consideration therein expressed.

GIVEN under my hand and seal of office this 7 day of May, 2002.

[Signature]
Notary Public, State of Texas

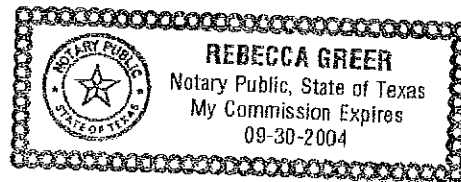
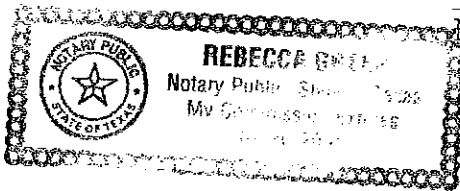


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Description of a 19.969 acre tract of land located in the John Donnelly Survey, Abstract No. 233, Harris County, Texas and being out of a 140.577 acre residue of land currently owned by Antero Holdings, Inc. and described in the deed dated December 19, 1995 and recorded under Harris County Clerk's File No. R719150, the subject 19.969 acre tract of land being more particularly described by notes and bounds as follows (with bearings referenced to the Amending Plat of Preserve, Section One as recorded under Film Code No. 481070 of Harris County Map Records):

D

BEGINNING at a capped 5/8 inch iron rod stamped "JNS ENGINEERS" found marking the southwesterly cut back corner in the southerly right-of-way line of Augusta Pine Way and in the easterly right-of-way line of Kuykendahl Road (based on a width of 100 feet);

THENCE, N48° 22' 58" E, along said cut back line a distance of 21.21 feet to a "JNS" capped 5/8 inch iron rod found in the southerly right-of-way line of Augusta Pine Way (based on a width of 144 feet at this point);

THENCE, along the southerly right-of-way line of Augusta Pine Way as follows:

S 86° 35' 44" E, a distance of 166.48 feet to a "JNS" capped 5/8 inch iron rod found for a point of curvature;

Northeasterly along the arc of said curve to the left having a radius of 1,000.00 feet, an arc length of 282.43 feet, a central angle of 16° 10' 35" and a chord bearing and distance of N 85° 18' 48" E, 281.49 feet to a "JNS" capped 5/8 inch iron rod found marking a point of tangency;

N 77° 13' 21" E, a distance of 80.88 feet to a "JNS" capped 5/8 inch iron rod found marking a point of curvature;

Northeasterly along the arc of said curve to the left, having a radius of 635.00 feet, an arc length of 271.06 feet, a central angle of 24° 27' 28" and a chord bearing and distance of N 64° 59' 37" E, 269.01 feet to a "JNS" capped 5/8 inch iron rod found for the Northwesterly corner of Reserve "A" of the Preserve Section One;

S 03° 13' 30" W, a distance of 129.16 feet to a point for corner in the arc of a curve in the northerly boundary line of the Replat of Londonderry Section One as recorded in Vol. 238, Pg. 85, Harris County Map Records;

THENCE, in a westerly direction along the arc of said curve to the left with the north line of Londonderry Section One, having a radius of 300.00 feet, an arc length of 214.31 feet, a central angle of 40° 55' 50" and a chord bearing and distance of S 85° 29' 43" W, 209.78 feet to a point of tangency;

THENCE, S 65° 01' 48" W, continuing along the north line of Londonderry Section One, a distance of 132.89 feet to a point in the easterly right-of-way line of Kuykendahl Road;

THENCE, N 03° 13' 30" E, along said easterly right-of-way line of Kuykendahl Road a distance of 1024.28 feet to a "JNS" capped 5/8 inch iron rod found marking an angle point;

THENCE, N 03° 21' 40" E, continuing along said easterly right-of-way line of Kuykendahl Road a distance of 573.72 feet to the POINT OF BEGINNING and containing 19.969 acres of land.

EXHIBIT "B"

DESCRIPTION OF PRIVATE STREETS

Oak Mont Village

2002-05-08-11:23

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID 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

MAY - 8 2002



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 MAY - 8 PM 2:37

FILED

After Recording Return to:
Canterra Classics, Inc.
9626 Stonebridge Place
Tomball, TX 77375

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

Amend
18
I

**ARTICLES OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF OAKMONT VILLAGE**

kel

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions recorded in the Deed Records of Harris County, Texas of the Preserve at Augusta Pines established certain covenants, conditions and restrictions for Oakmont Village, Section 4, The Preserve at Augusta Pines, a recorded subdivision of Harris County, Texas.

WHEREAS, pursuant to the provisions of Article X, Section 4 of the Covenants, Conditions, and Restrictions, the Declaration of Covenants, Conditions and Restrictions may be amended by instrument signed by the Owners of not less than 2/3 of the Lots.

WHEREAS, 100% of the Owners of the Lots have approved this amendment as indicated by signatures to this Amendment to Declaration of Covenants, Conditions, and Restrictions.

NOW, THEREFORE, the undersigned Owners of the Lots of Oakmont Village, Section 4, the Preserve at Augusta Pines, hereby amend the Declaration of Covenants, Conditions, and Restrictions of Oakmont Village to read as follows:

Article V, Section 4(A) is amended to read as follows:

- (A) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for each Lot, which has been conveyed by Declarant to an Owner, shall be three hundred seventy-five dollars (\$375) for each Lot on which no construction has been commenced, and upon the commencement of construction, the maximum annual assessment shall increase to seven hundred fifty dollars (\$750) plus any increase in the assessment made by the Board of Directors pursuant to Article V, Section 4 of this Covenants, Conditions, and Restrictions, Oakmont Village.

Article IX, Section 4 is amended in its entirety to read as follows:

Section 4. Minimum Square Footage. The minimum square footage of all residences constructed on the Lots shall be 1,800 square feet of living space. The maximum square footage of all residences constructed on all residences shall be 3,200 square footage of living space. No more than one residence shall be built

598-29-1368

590-29-1361

on any one Lot. The maximum height of any residence shall be forty (40) feet.

The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where in its judgment such deviation will result in a more common beneficial use.

APPROVED this 23rd day of May, 2003.

THE PRESERVE AT AUGUSTA PINES
A Joint Venture

[Signature]
By: Perry R. Senn, Joint Venturer

(3)
20

BRAZOS WOOD BUILDERS, LLC

By: [Signature]
Its: Managing Partner

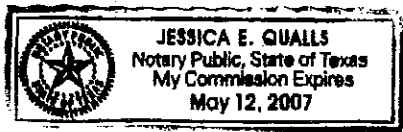
10

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary on this day personally appeared PERRY R. SENN, joint venturer of the PRESERVE AT AUGUSTA PINES, a Joint Venture, and on behalf of said joint venture, proved to me through Texas Drivers License Number _____, 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 consideration therein expressed.

GIVEN under my hand and seal of office this 23rd day of May, 2003.



[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

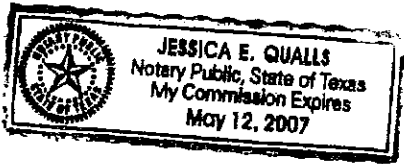
STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary on this day personally appeared Mike Karm on behalf of BRAZOS WOOD BUILDERS, LLC, proved to me through Texas Drivers License Number _____, 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 consideration therein expressed.

GIVEN under my hand and seal of office this 23rd day of May, 2003.

Jessica E. Qualls
Notary Public, State of Texas



2003-29-1362

After Recording, Return To:
COATS | ROSE
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2000
Houston, Texas 77046

FILED FOR RECORD
8:00 AM

AUG 10 2004

Dorothy B. Kayman
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID 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 herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on:

AUG 10 2004



Dorothy B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS