

# **Restated and Amended Declaration of Covenants, Conditions and Restrictions**

**NOTE:** This document is a facsimile of the CC&R documents for Majestic Oaks (Charterwood Sections Seven and Ten) and was created solely for convenience. The original documents should be referenced for all official business governed by the documents.

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Restated and Amended  
Declaration of Covenants, Conditions and Restrictions

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RESTATED AND AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CHAHTERWOOD, SECTION SEVEN

THE STATE OF TEXAS

COUNTY OF HARRIS

This Restated and Amended Declaration of Covenants, Conditions and Restrictions for Charterwood, Section Seven ("Restated Declaration") is made and executed on the date hereinafter set forth by the undersigned Owners.

W I T N E S S E T H:

WHEREAS, Hesland Development Joint Venture, a Texas joint venture (hereinafter referred to as the "Declarant") heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Charterwood, Section Seven, dated March 10, 1979 (hereinafter called the "Original Declaration") and filed for record under Harris "County Clerk's File No. G-458763 and recorded under Film Code No. 152-97-0231 in the Official Public Records of Real Property of Harris County, Texas; said Original Declaration covered certain real property described as Charterwood, Section Seven (hereinafter called the "Subdivision") and being more particularly described therein, reference to which Declaration and the description of the Subdivision are made herein for all purposes; and

WHEREAS, it is anticipated that Charterwood, Section Seven Community Improvement Association, Inc. will be dissolved and that Majestic Oaks Homeowners Association will annex the Subdivision and the Subdivision will become governed by Majestic Oaks Homeowners Association; and

WHEREAS, pursuant to Section 2 of Article VII of the Original Declaration, the covenants and restrictions may be amended by an instrument signed by the Owners of a majority of the Lots in the Subdivision and the recording of said Instrument in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the undersigned Owners represent at least a majority of the Lots in the Subdivision; and

WHEREAS, pursuant to Section 2 of Article VII of the Original Declaration, the undersigned Owners desire to restate, modify and amend the Original Declaration with certain restrictions, covenants, conditions, stipulations and reservations upon and against the Subdivision in order to establish a uniform plan for the development, improvement

and sale of such property and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in the Subdivision; and

WHEREAS, by its signature below, Majestic Oaks Homeowners Association agrees to govern the Subdivision pursuant to the Restated Declaration.

NOW, THEREFORE, the undersigned Owners hereby adopt, establish and impose upon the Subdivision, and declare the following restated and amended reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean the Majestic Oaks Homeowners Association, its successors and assigns as provided for in Article III hereof.

Section 2. "Architectural Control Committee" or "Committee" shall mean and refer to the Majestic Oaks Architectural Control Committee appointed under Section 2 of Article VI hereof.

Section 3. "Properties" shall mean and refer to Charterwood, Section Seven, subject to the reservations set forth in this Restated Declaration, and the Subdivision Plat and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Subdivision Plat" shall mean and refer to the plat for Charterwood, Section Seven, which is recorded in Volume 293, Page 101 of the Map Records of Harris County, Texas.

Section 5. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for single family residential purposes only.

Section 6. "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 all obligation and those having only an interest in the mineral estate. Each Owner is obligated to inform the Association of his existence and address for notification and tax identification number.

ARTICLE II  
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth herein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are 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, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telephone lines, gas, sanitary and storm sewers, water lines, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sanitary sewer, storm sewer, electric light, electric power, telephone purposes and shall convey no interest in any pipes, line, poles or conduits, or in any utility facility or appurtenance thereto constructed by or under Declarant or any easement Owner, or their agents, through, along, or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Properties, and, where not affected, 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, and such right is hereby expressly reserved.

ARTICLE III  
MAJESTIC OAKS HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject to or which may become subject to a maintenance charge assessment by the Association, shall be a member of the Majestic Oaks Homeowners Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Non-Profit Corporation. The Association has been heretofore organized as a nonprofit corporation and all duties, obligations, benefits, liens and rights hereunder in favor of the Association have vested in said corporation,

Section 3. By-Laws. The Association is governed by its By-Laws, which have heretofore been promulgated.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Section 5. One Class of Membership. There shall be a single class of membership in the Association and all Owners of any Lot (including the Declarant) shall be entitled to one vote for each Lot owned by him. When more than one person owns a fee interest in a Lot, all such interested persons shall be members; however, the vote for such Lot in which more than one person owns a fee interest shall be cast by the person or persons having a majority interest, and in the event the persons having a majority interest are not able to agree with respect to a vote on any matter, then such Owners shall not have a right to vote on such subject, as there shall be no fractional vote.

ARTICLE IV  
ARCHITECTURAL AND USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known, described and used for single family residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one single family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two (2) or more than four (4) cars. However, the prohibition herein against a detached or an attached garage for not less than two (2) cars shall only apply to all hereinafter erected, altered; placed or permitted to remain structures. Structures previously erected must have at least a one (1) car garage and not more than a four (4) car garage. As used herein, the term

"single family residential purposes" shall be construed to prohibit the use of said Lots for, without limitations, condominiums, duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business, professional, commercial or manufacturing purpose, including, without limitation, usage as a church, daycare center, auto repair facility or any shipping and receiving or distribution facility. No building of any kind or character shall ever be moved onto any Lot within the Subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. No building or improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article VI of this Restated Declaration.

Section 3. Dwelling Size. All hereinafter erected or altered structures shall have a ground floor area of the main residential structure, exclusive of open porches and garages, of not less than 1,400 square feet for a one (I) story dwelling, and ground floor area plus the upper floor area of the main residential structure of any multi-story dwelling of not less than 1,600 square feet.

Section 4. Type of Construction and Materials.

(a) All hereinafter erected, altered or repaired structures shall have no external roofing material other than "three tab" composition roofing or such other types as approved by the Architectural Control Committee shall be constructed or used on any building in any part of the Properties.

(b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

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

(d) The erection of chain link fences is expressly prohibited within the Subdivision.

(e) No landscaping shall be done in the front of any dwelling in any part of the Properties until the landscape layout and plans shall have been first approved by the Architectural Control Committee.

(I) The exterior walls of all hereinafter erected structures may be of masonry, brick, wood, or other suitable material approved by the Committee and, unless otherwise approved by the Committee, the surface area of all exterior walls of the residence shall consist of a least fifty-one percent (51%) brick or masonry. No structure of any kind or character that incorporates frame construction on the



exterior shall be erected on any Lot unless such structure received at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 5. Garages. All residences within the Subdivision must have a functional two to four car garage (one to four car garage for residences completed prior to the date hereof), provided that the Declarant may enclose the garage of a residence used as a "Model Home" for as long as such residence is utilized in such manner. Thereafter, it must be restored to a functional garage. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

Section 6. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Subdivision Plat. No building shall be located nearer than five (5) feet to an interior Lot line, except that any building may be located not less than three (3) feet from an interior Lot line provided that the building or buildings on the adjacent Lot are complete and situated in such a manner as to be no closer than ten (10) feet to the nearest adjoining building. It is the purpose of this provision to maintain at least a ten (10) foot separation between the buildings on contiguous Lots, while also allowing structures to be built as close as three (3) feet to an interior Lot line. However, a garage or other permitted accessory building which is located more than sixty-five (65) feet from the front Lot line may be located not less than three (3) feet from any interior Lot line. No main residence building nor any part thereof shall encroach upon any utility easement. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot. For the purposes of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached or attached garage will either face upon the front Lot line or face upon a line drawn perpendicular to the front Lot line, and shall not be located nearer to the front Lot line than the minimum building setback lines shown on the recorded plat; provided, however, that upon approval of the Architectural Control Committee, any detached garage located more than sixty-five (65) feet from the front Lot line shall not be required to face upon said lot line. Driveway access will be provided from the front of the Lot only, except that said access may be provided to corner Lots from a side street.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently: provided, however, that Declarant reserves, for itself and its assigns, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not

necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 8. Signs and Billboards. No signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot) billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or any portion of the Properties without the prior written consent of the Architectural Control Committee. Upon the prior written consent of the Architectural Control Committee as to the number, size, location and design, Declarant shall have the right to construct and maintain certain signs, billboards or advertising devices in connection with Declarant's sale of property in the Subdivision. The Architectural Control Committee or its agent or designee shall have the right to remove any sign not complying with the provisions of this Section 8 and, in doing so, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 9. Minimum Lot Areas. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having an area of less than 5,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Section 10. Annoyance or Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 11. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No mobile homes, trailer, camper, boat, inoperable vehicle or truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage (which is defined as exceeding a 48 hour time period) of such vehicles or items must be screened from public view within the garage. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the common areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules.

Section 12. Animals and Livestock. The raising or keeping of hogs, horses, poultry, fowls or other livestock on any Lot in the Subdivision is strictly prohibited. Consistent with its use as a residence, two (2) dogs, two (2) cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes.

Section 13. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or

in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. If an Owner violates this Section, the Association shall have the right, but not the obligation, upon five days prior written notice, to remove the items, at the Owner's expense, and the cost of removal and storage shall be added to the maintenance fee due on the Lot, subject to all charges for the payment thereof and all remedies for the collection thereof.

Section 15. Clotheslines. No outside clotheslines shall be constructed or maintained on any Lot within sight of any street or adjacent Lot.

Section 16. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 17. Prohibited Conduct. No portion of the Subdivision shall be used for illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 18. Metal Buildings. No metal building or mobile home of any type shall be placed or constructed upon any Lot.

Section 19. Driveways. Unless the Committee agrees otherwise, each Lot shall have reinforced concrete driveway access to the street. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a reinforced concrete driveway from his garage to an abutting street, including the portion of the street right-of-way. The Owner shall repair at his expense any damage to the street occasioned by connection of the driveway thereto.

Section 20. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet

from the intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 21. Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA and VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 22. Exterior Antennas. Without the prior written approval of the Committee, no exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision, other than one conventional television antenna, which antenna must be erected in such a manner so that it is not visible from the street.

Section 23. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities otherwise approved in writing by the Committee.

Section 24. Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 25. Grass. The Owner of each Lot shall sod or sprig with grass the area between the front of the residence and the curb line of the abutting street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed and edged to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to the property or person within the Subdivision shall be promptly removed and repaired, and if not removed by Owner within thirty (30) days after written request by the Declarant or the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in a decent appearance by the Owner. In the event any Owner fails to keep his Lot in a neat and orderly appearance, the Association may cause it to be mowed and trimmed and the cost thereof shall be reimbursed by the Owner within ten (10) days of demand thereof. Such duty of reimbursement shall be secured in the same manner as that of the assessments in Article V herein.

ARTICLE V  
MAINTENANCE CHARGE AND COVENANT FOR MAINTENANCE  
ASSESSMENTS

Section 1. Maintenance Charge. Each Lot in the Subdivision is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Subdivision, to the Majestic Oaks Homeowners Association on or before January 1 of each year, in advance annual installments, commencing on the date set forth below. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; and in no event will it exceed the amount of \$300.00 per Lot during 1995 and may not be increased by more than 15% over the assessment levied for the prior year without a vote of the members. Assessments shall commence as to a Lot at such time determined by the Board of Directors of the Association and shall be prorated based upon the amount of time remaining in the year in which the assessments commence. Declarant and any builder to whom Declarant sells a Lot shall only be liable for one-half (1/2) of the maintenance charge or assessment for each Lot owned by them until such time as a home is substantially completed on such Lot. From and after the time a residence is substantially completed on any Lot, regardless of the ownership of such Lot, the Owner thereof shall pay the full assessment thereon, The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining alleys, paths, parks, parkways, easements, esplanades, cul-de-sacs, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots, and doing other things necessary or desirable, in the opinion of the Association, to keep the Properties in the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said fund shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

Section 2.Term. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

Section 3. Liens for Payment. To secure the payment of the maintenance fund established hereby and interest at 10% per annum, costs, late charges and attorney's fees for collection to be levied on individual residential Lots, there is reserved in each deed (whether specifically stated therein or not) by which the Declarant will convey such Lots, a vendor's lien for the benefit of the Association (and, there was reserved in the Original Declaration, a vendor's lien which is hereby extended). Said liens are to be enforceable through appropriate proceedings at law by such beneficiary or through non-judicial foreclosure in accordance with Texas Property Code Section 51.002 et seq, as the same may be amended or modified from time to time. Each Owner by acceptance of a deed has vested in the Association a power of sale to be exercised by its agent in accordance with its by-laws and the law of the State of Texas. After foreclosure, all occupants of the property shall be tenants at will and may be evicted in Justice of the Peace Court; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further, provided that as a condition precedent to any proceeding to enforce such liens upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 4. Subordination of Lien. The vendor's lien, reserved herein as security for the payment of the assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon), situated within the plat establishing the Subdivision, or (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the Lot situated within the plat establishing the Subdivision.

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

ARTICLE VI  
Architectural Control Committee

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

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Kirk T. Breitenwischer, Lance Wright and Rebecca A. Freitag, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have the full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this Restated Declaration, or upon assignment to the Association of such duties by Declarant. Thereafter, all power in said Committee by this covenant shall be assumed by the Board of Directors of the Association.

Section 6. No Liability. No member of the Architectural Control Committee shall ever be liable for approving or failing to approve proposed construction or improvements and approval shall not constitute a representation that such construction is sound.

ARTICLE VII  
Underground Residential Subdivision

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. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of Electric Company's metering at the structure to the point of attachment at such Company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the Electric Company at a point designated by such Company at the property line of each Lot. The Electric Company furnishing service shall make the necessary connections at said point of attachment and at the meter. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own costs, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Electric Company furnishing service) for the location and installation of the meter of such Electric Company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit 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. However, the requirement that the electrical service be 60 cycle shall only apply to all hereinafter erected structures. Structures previously erected may continue to have 50 cycle electric service.

The Electric Company shall not be obligated to provide electric service to any mobile home unless (a) Declarant has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary. This Paragraph shall not, however, be construed to permit mobile homes of any type.



ARTICLE VIII  
General Provisions

Section 1. Enforcement. In the event of any violation or-attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provision hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot shown in the plat establishing the Subdivision. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall effect the rights of any mortgagee under any mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within the plat establishing the Subdivision. The costs and attorneys' fees for such action shall be added to the maintenance fees and subject to all remedies, interest, late charges and cost of collection therefor.

Section 2. Term. These restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until December 14, 2033, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. These covenants, or any of them, may be amended, by an instrument signed in writing by the Owners of a majority of the Lots and the recording of said instrument with the County Clerk of Harris County, Texas. Any such instrument shall show the Lots owned by each Owner signing same, and, in case the property is owned by a man and wife as community property, the signature of the husband alone shall be sufficient except that in cases where the husband resides elsewhere or has abandoned his wife, her signature along shall be sufficient.

Section 3. Severability. Invalidation of anyone of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. Annexation. Additional property may be annexed into the jurisdiction of the Association by recorded restrictions so stating upon the approval of the Board of Directors of the Association. The Owners of Lots in such annexed property shall be entitled to the benefits that arc afforded to the Owners under this Declaration, provided

that such annexed property shall be impressed with and subject to the same annual maintenance assessment imposed hereby.

Section 5. Counterparts. The Restated Declaration may be executed in one or more counterparts which taken together shall constitute one instrument without the necessity of each party executing the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Restated Declaration to be effective as of the 15th day of December, 1995.

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