

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that WILLIAMSBURG DEVELOPMENT CORPORATION, a Texas corporation acting herein by and through its duly authorized officers (hereinafter referred to as "Developer"), being the owner of the land described as follows:

84.82 acres of land, more or less, out of the W.C.
R.R. Co. Survey, Section 7, Block 3, Abstract 903, Harris County,
Texas;

which acreage has been heretofore platted and subdivided into that certain residential subdivision known as:

WILLIAMSBURG SETTLEMENT, SECTION TWO (2),

according to the plat of said subdivision recorded in Volume 272, Page 95, of the map Records of Harris County, Texas, and desiring to establish and carry out a uniform plan for the use, occupancy, improvement and ownership of all residential lots in said subdivision for the benefit of the present and future owners of said lots, said Developer does hereby declare, establish, and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as "Restrictions") which shall be applicable to the use, occupancy, improvement and ownership of all residential lots in said subdivision (the term "lot" as used herein shall include any residential building site created by consolidation or re-subdividing of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot in the aforementioned subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, conveyance, or other transfer of title.

ARTICLE 1. LAND USE AND BUILDING TYPE.

All lots subject to these Restrictions shall be used only for single-family residential purposes, and no building or structure shall be erected or placed on any lot except one single-family residential dwelling not exceeding two stories of living area in height; provided, however, that an attached or detached garage or carport (limited in size to three-car capacity) including servants quarters or a garage apartment, or other approved accessory building or structure (for example, a swimming pool), may be situated on any such lot. The owner(s) of any lot subject to these Restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner(s) will not apply for a permit to erect or place thereon any building or structure other than as specified and allowed herein. Any garage apartment or servants' quarters which may be erected or placed on any lot

shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated upon the same lot where such apartment or quarters are situated, or by members or temporary guests of the family occupying the dwelling on said lot. ("Approved", as used in this paragraph, means the approval specified in the following Article 2 hereof).

ARTICLE 2. ARCHITECTURAL CONTROL.

No building, structure or other improvements of any character shall be erected, placed, added to, or altered on any lot affected hereby until the building plans and specifications for such improvements and a site plan showing the location thereof have been submitted to and approved by the Board of Directors of the hereinafter named Association as being in compliance with these Restrictions as to use, quality of workmanship and materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and documents to be submitted to the hereinafter named Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or any of such improvements on any lot. In the event the Board of Directors of said Association fails to approve or disapprove such plans and documents in writing within thirty (30) days after submission thereof, the approval herein required shall be deemed granted and this requirement of these Restrictions shall be considered as having been fully complied with and satisfied.

ARTICLE 3. DWELLING SIZE.

An dwelling situated on any lot must contain a living area of not less than 1,800 square feet, exclusive of open or screened porches, terraces, driveways, carport, garage, garage apartment or servants' quarters, or other approved accessory building or structure. Any dwelling other than a single-story dwelling must contain not less than 900 square feet within its lowest level of living area, exclusive of open or screened porches, terraces, driveways, carport, garage, garage apartment or servants' quarters, or other approved accessory building or structure.

ARTICLE 4. ROOFS.

The roof of any dwelling or other approved accessory building or structure situated on any lot shall be covered with standard wood shingles or shakes made of cedar, unless some other roofing material has been approved in writing by the Board of Directors of the hereinafter named Association.

ARTICLE 5. LOCATION OF. BUILDINGS ON LOTS.

No part of any building shall be located nearer to any street boundary line of any lot than the building set-back line or lines shown on the recorded plat of the aforementioned subdivision. No part of any building shall be located within five (5) feet of any interior lot boundary line, except that a garage, carport, servants quarters or other approved building or accessory structure, all of which is situated at least sixty-five (65) feet from the front lot boundary line, may be situated not less than three (3) feet from any interior lot boundary line; provided however that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. For the purposes of these Restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforementioned subdivision shall face the front of the lot.

ARTICLE 6. RE-SUBDIVIDING OR CONSOLIDATING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of erecting or placing one single-family dwelling and related improvements on each resulting building site, subject to these Restrictions; provided, that any building site resulting from such subdividing or consolidating must have a width of at least seventy (70) feet at the front building line thereof and must contain a total area of at least eight thousand (8,000) square feet.

ARTICLE 7. UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the aforementioned subdivision, and there is also dedicated and reserved for utilities an unobstructed aerial easement five (5) feet wide adjacent to all easements shown on said recorded plat, such aerial easements to extend upward from a plane twenty (20) feet above the surface of the ground. Neither the Developer nor any utility company using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property of the owner located within the area covered by said easements.

ARTICLE 8. PROHIBITED STRUCTURES.

Mobile homes are prohibited on any lot, whether or not wheels are attached. Antenna towers for amateur radio installations or citizens' band radio base station installations and "window unit" air conditioners are prohibited on any lot, unless approved by the Association. Television antennae which are visible on the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot, or unless otherwise approved by the Association. No portable building tent, shed, barn or other portable structure of any nature shall be placed on any lot unless it has been approved by the Association; provided, however, that a temporary office or work-shed may be placed upon a lot without such approval by any home-building contractor or sales agency or use in connection with the erection or

sale of dwellings in the aforementioned subdivision, but such temporary structure shall be removed at completion of the erection or sale of the dwelling, whichever is applicable, or within ten (10) days following notice from the Association to remove such structure. Any such permitted temporary structure shall never be used for residential purposes.

ARTICLE 9. PROHIBITED ACTIVITIES.

No business or service activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the subdivision neighborhood shall be permitted on any lot, nor shall any illegal or immoral activity be permitted on any lot.

ARTICLE 10. MINING AND MINERAL OPERATIONS.

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this article hereof shall in no way impair, diminish or restrict the rights of the owners of lots in the aforementioned subdivision to lease any mineral estate they may have or acquire in such lots for production through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of any of said lots.

ARTICLE 11. ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that residents may keep common household pets such as cats or dogs. In this regard, the hereinafter-named Association shall have the right and authority to limit the number and variety of household pets permitted.

ARTICLE 12. GARBAGE AND OTHER WASTE.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such substances shall not be kept upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids, or plastic bags with the tops thereof tied, and such containers shall be hidden from general view by a screen or enclosure. The size and type of waste containers and bags, the screening or enclosure therefor, the temporary location thereof pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Association. All

containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

ARTICLE 13. FENCES AND WALLS.

No fence, wall, hedge, gas meter or other structure or mass planting shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line affecting such lot (as shown on the recorded plat of the aforementioned subdivision), unless such structure or mass planting and its location shall be approved by the hereinafter named Association. All fences and walls located on any lot, including those which may be approved by the Association as aforesaid, shall be six (6) feet in height above ground level, unless otherwise approved by the Association, and the outside surface thereof shall be faced with wood, brick, stone or other material approved by said Association where the outside surface of such fence or wall faces any street, alley or driveway. Chain-link fences shall not be permitted on any lot.

ARTICLE 14. TRAFFIC SIGHT BARRIERS.

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot and a line connecting such property lines at points located on each of said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor shall any such obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance of ten (10) feet from the point at which said lines intersect or would intersect if extended.

ARTICLE 15. OUTSIDE CLOTHES DRYING.

The drying of clothes in general view is prohibited, and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, which enclosures must be approved by the hereinafter named Association.

ARTICLE 16. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH.

The owners or occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 17. SIGNS OR BILLBOARDS.

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed five 5 square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries or within the right-of-way of any street bordering the aforementioned subdivision without first having obtained the consent in writing of the Board of Directors of the hereinafter named Association. Said Board of Directors shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 18. MISCELLANEOUS VEHICLES AND EQUIPMENT.

No auto, truck, boat, boat rigging, camper, motor home, mobile home, or other trailer, vehicle or equipment of any kind shall ever be left parked on any street right-of-way adjacent to any lot or in any driveway on any lot, except for temporary parking incident to the contemporaneous use of such vehicle or equipment or as otherwise approved by the hereinafter named Association, nor shall any such vehicle or equipment be left parked on any lot (other than temporarily in the driveway) unless parked inside the garage or unless obscured from general view by some type of screening or enclosure approved by said Association.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated or kept on any lot or operated to or from any lot over the streets of the aforementioned subdivision unless such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

ARTICLE 19. REMOVAL OF TREES AND DIRT

No trees shall be felled or otherwise removed from any lot without approval from the hereinafter named Association, except as may be reasonably necessary in connection with construction of improvements or to remove dead trees. The removal of dirt from any lot is prohibited without approval of said Association, except insofar as reasonably necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

ARTICLE 20. PAINTING AND REPAIRS.

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Article 1 through 20 above, or any of them, and the continuation of such default after ten (10) days' written notice from the hereinafter named Association of the existence of such default, the Board of Directors of said Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.)

ARTICLE 21. MAINTENANCE ASSOCIATION AND MAINTENANCE CHARGE.

Developer shall cause to be organized under the laws of the State of Texas a non-profit corporation named Williamsburg Settlement Maintenance Association (herein sometimes referred to as the "Association"), which organization shall have the duty of assessing and collecting the annual maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

Each residential lot in the aforementioned subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance and improvement fund, and such maintenance charge shall be first assessed against each lot as of the date that the Developer notifies the Association that street and utility improvements have been substantially completed with respect to such lot. The initial assessment period shall be the remaining portion of the particular calendar year in which the aforesaid notice is given to the Association, commencing with such initial assessment date. Thereafter, the maintenance charge shall be assessed against each lot on September 1st of each calendar year to cover the full calendar year next succeeding the particular assessment date. A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner (and the holder of the mortgage on such lot, if applicable) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot; if applicable) to the Association within fifteen (15) days after the statement covering such assessment has been mailed or otherwise delivered to the lot owner (or the holder of the mortgage on such lot, if applicable). Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

The maximum annual maintenance charge on each residential lot from and after the date that such charge is first assessable against such lot shall be as follows:

(a) For any assessable period within the calendar years 1977 and 1978, the maximum annual maintenance charge for each lot subject to these Restrictions shall be the sum of Three Hundred Sixty Dollars (\$360.00).

(b) For any assessable period within the calendar years next succeeding the calendar year 1978, the maximum annual maintenance charge hereunder shall be calculated and determined as of each assessment date as follows: the percentage by which the average of the Consumer Price Index (All Items, United States City Average, as published by the U.S. Bureau of Labor Statistics) over the most recent twelve months for which such information is available on such assessment date may have increased above the average of said Index over the twelve months of the calendar year 1977 shall be determined, and the maximum annual maintenance charge hereunder for the particular calendar year involved shall be an amount equal to Three Hundred Sixty Dollars (\$360:00), as increased by the percentage that the aforesaid Consumer Price Index shall have increased above the average of said Index over the twelve months of the calendar year 1977 according to the aforesaid determination (adjusted to the nearest one-tenth of one percent). If the aforesaid determination with respect to any particular calendar year after 1978 shows that the 12-month average of said Index shall not have increased, or shall have decreased, from the annual average of said Index over the twelve months of the calendar year 1977, then the maximum annual maintenance charge hereunder for such calendar year shall remain at the amount of Three Hundred Sixty Dollars (\$360.00).

*[If the aforesaid index for All Urban Consumers was not published for any period of time involved in any determination of a possible increase in the annual maintenance charge as aforesaid, then the Consumer Price Index (All Items, United States City Average) previously published by the Bureau of Labor Statistics shall be used for such period of time.]

(c) If any lot shall be subject to the aforesaid maintenance charge for less than a full calendar year, then the assessment for any such partial year shall be calculated on a prorata basis.

In recognition of the possibility that the cost of the various services to be provided by the Association may increase sufficiently during the term of these Restrictions to warrant an increase from time to time in the maximum annual maintenance charge set forth above, and inasmuch as it would be practically desirable that the Association be able to effect an increase in the maximum annual maintenance charge by action of the Board of Directors of the Association (after the Association shall have members) without the necessity of formally amending these Restrictions, the following described procedure is hereby established for use from time to time after the

Association shall have members to effect an increase in the aforesaid maximum annual maintenance charge without amending these Restrictions, to-wit:

- (d) A special meeting of the members of the Association shall be called in accordance with all regular requirements for a special meeting of the members, the notice of which meeting shall specify that the purpose of the meeting is to vote on a proposed increase in the maximum annual maintenance charge.
- (e) A special meeting of the members for the aforesaid purpose shall require the presence at the meeting (either in person or by proxy) of members entitled to cast votes with respect to at least one-half (1/2) of the total number of residential lots covered by these Restrictions in order to constitute a quorum for valid action.
- (f) At least two-thirds (2/3) of the membership votes represented at the meeting (either in person or by proxy) shall be required to adopt a resolution increasing the maximum annual maintenance charge.

The services or things which may be provided and paid for by the Association out of the maintenance fund shall include the maintenance and repair of streets, parkways and esplanades; mowing and cleaning of vacant lots; the acquisition operation, maintenance and replacement of any common recreational facilities or other common area; fire, police and security patrol services; installing, maintaining, replacing and paying for the operation of street lighting; providing, maintaining and replacing shrubbery, plants, grass, trees, monuments, gate-ways and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right-of-way and other areas; fogging for insect control; the collection of garbage and other waste (the point of collection to be at the discretion of the Association, for example, back-door, front curb, or other location); paying legal and other expenses for the enforcement of the provisions of these Restrictions; and any and all other services or things which the Board of Directors of the Association shall deem necessary or desirable for the maintenance and improvement of the aforesaid subdivision and the approaches thereto, without limitation to the specific items set forth above.

In regard to the aforescribed services or things to be provided and paid for by the Association, it is hereby established that installing, maintaining, replacing and paying for the operation of street lighting, together with providing, maintaining and replacing shrubbery, plants, grass, trees, monuments, gate-ways and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right- of-way and other areas, shall be mandatory items which are to have priority on maintenance charge funds to the extent necessary to defray the cost of said mandatory items. Also, the Association shall be under no obligation to continue to

provide and pay for any particular service or thing after the commencement thereof (other than the aforescribed mandatory items).

The Association may be designated to also provide maintenance services similar to those contemplated herein for the benefit of subsequently developed sections of the Williamsburg Settlement subdivision complex (if any) which are made subject to deed restrictions substantially the same as these Restrictions. Accordingly, it is specially provided that, if the Association is so designated, the officers and directors of the Association shall be entitled to combine maintenance charge monies received from lots situated in the several subdivisions it may be serving into a single fund and provide and pay for services on behalf of all subdivisions being served by the Association without the necessity of any allocation to particular lots or subdivisions. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

A lien is hereby established on the lots subject to these Restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these Restrictions in the Official Public Records of Real Property of Harris County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association. The owner or owners of any lot subject to these Restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, even though the reference and recitation referred to above is not made.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof. Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner(s) period of ownership.

The initial Board of Directors of the Association shall be comprised of Marvin E. Leggett, H. Arthur Littell and Peter Boatright, and the term of office of said initial Directors (including any appointed successors), shall run until December 31, 1987, or until such earlier date upon which all members of such initial Board of Directors (or their appointed successors) resign office. In case of the resignation, death or incapacity to serve of any of the aforementioned initial Directors, the remaining initial Directors or Director (or the Developer in the event none of said initial Directors can do so) shall appoint a successor or successors to serve the balance of the aforesaid stated term of office of the initial Board. During said specified term of office of the initial Board of Directors (or their appointed successors) there shall be no members of the Association. Upon the expiration of the term of office of said initial Board of Directors (or their appointed successors) the Association shall have members, which members shall consist of all of the owners of residential lots situated in Williamsburg Settlement, Section One (1), and in any subsequently developed section of the Williamsburg

Settlement subdivision complex which is added to the area to be served by the Association by resolution of the Board of Directors of the Association. Every person or entity owning of record either the entire fee title or undivided interest in the fee title to any residential lot situated in the aforementioned subdivision, or in any such subsequently developed subdivision brought under the jurisdiction of the Association, shall be a member of the Association.

The first regular annual meeting of the members of the Association shall be held as soon as practicable after the expiration of the term of office of the initial Board of Directors of the Association (or their appointed successors), and at such meeting the members of the Association shall elect at least one Director for a term of one year, at least one Director for a term of two years, and at least one Director for a term of three years. At each regular annual meeting thereafter the membership shall elect at least one Director for a term of three years.

ARTICLE 22. RIGHTS OF MORTGAGEES.

It is specially provided that the lien hereby created to secure the payment of the maintenance charge specified in these Restrictions shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed of record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure of any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to such sale or transfer.

It is further provided that, as a condition precedent to any proceeding to enforce the lien securing said maintenance charge, where there is any other valid and subsisting lien outstanding, the Association shall give the holder of such other lien at least thirty (30) days advance written notice of any proposed action of enforcement by the Association and thereby provide such other lien holder an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested.

ARTICLE 23. TERM OF RESTRICTIONS.

These Restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and all future owners of the residential lots located in the aforementioned subdivision until December 31st of the year 2007 A.D.

The aforementioned initial term of these Restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these Restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Harris County, Texas, at

least six (6) months prior to said initial expiration date or the expiration of any 10-year extension period. Any such instrument of revocation must be executed by the then owners of at least two-thirds (2/3) of the collective number of restricted lots situated in the aforementioned subdivision and any other subsequently developed section(s) of the Williamsburg Settlement subdivision complex made subject to deed restrictions substantially the same as these Restrictions.

ARTICLE 24. ENFORCEMENT OF RESTRICTIONS.

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these Restrictions, or the Developer (until all lots subject hereto have been sold or otherwise conveyed to persons or entities other than commercial homebuilders) shall all have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these Restrictions. Also, the Board of Directors of the Association shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association. The plaintiff in any of the aforesaid proceedings shall be entitled to recover from the defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

ARTICLE 25. ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION.

The Developer may at any time assign to the Association any and all approval rights reserved to Developer hereunder. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Harris County, Texas. If not previously assigned, all such rights reserved to Developer hereunder shall automatically vest in the Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Developer to other persons or entities.

The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

ARTICLE 26. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

An underground electric distribution system is to be installed by Houston Lighting & Power Company (hereinafter called "electric company") in that part of Williamsburg Settlement, Section One (1), designated as Underground Residential Subdivision, which underground service area embraces all of the residential lots which are platted in Williamsburg Settlement, Section One (1), according to the aforesaid recorded plat thereof. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such 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. Developer has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, 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 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, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company is to install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) De-

veloper has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1 .75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat of Williamsburg Settlement, Section One (1), as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which could have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve (s).

ARTICLE 27. AMENDMENT OF RESTRICTIONS.

These Restrictions may be amended at any time by recording in the Official Public Records of Real Property of Harris County, Texas, an instrument of amendment which has been signed by the then owners of at least two-thirds (2/3) of the collective number of restricted lots situated in the aforementioned subdivision and in any other subsequently developed section(s) of the Williamsburg Settlement subdivision complex made subject to deed restrictions substantially the same as these Restrictions.

IN WITNESS WHEREOF, this instrument is executed as of the 20th day of June, 1978.

“DEVELOPER’

WILL IAMSBURG
DEVELOPMENT
CORPORATION

By.-

Marvin Leggett, President