

WHS-23-72

76000

CHECKED - B B

1000

125-85-0011

ADDITIONAL DECLARATION
OF COVENANTS AND RESTRICTIONS
PINEHURST OF ATASCOCITA, SECTIONS
FOUR, FIVE AND SIX

to
now

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS ADDITIONAL DECLARATION, made on this the 21st day of March, 1979, by ELRO-ATASCOCITA, INC., a Michigan corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain tracts of land (such tracts being hereinafter defined to as the "Properties") being in and a part of those certain residential subdivisions in Harris County, Texas known as PINEHURST OF ATASCOCITA, SECTION FOUR, PINEHURST OF ATASCOCITA, SECTION FIVE and PINEHURST OF ATASCOCITA, SECTION SIX (collectively referred to as the "Subdivisions"), according to the respective plats thereof recorded in Volume 238, Page 92, Volume 247, Page 102 and Volume 250, Page 132 of the Map Records of Harris County, Texas; and

WHEREAS, all of the properties comprising the Subdivisions are subject to that certain Declaration of Covenants and Restrictions for Atascocita Shores, Sections One and Two (hereinafter referred to as the "Declaration") recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. E-093167, at Film Code No. 175-21-0710 as supplemented by those certain Supplemental Declarations of Covenants and Restrictions for Pinehurst of Atascocita, Section Four, Section Five and Section Six as recorded in the Official Public Records of Real Property of Harris County, Texas under Clerks' File Nos. E-830984, F-685099 and F-240267 respectively, said Declaration as supplemented, imposing upon the Subdivisions certain covenants, restrictions, easements, charges and liens as therein set forth for the benefit of the Subdivisions and each owner of any property therein; and

WHEREAS, Declarant desires to provide for a more efficient preservation of the values and amenities in the Subdivisions by subjecting the Properties to additional special conditions, charges, covenants and liens as hereinafter set forth, all of which are and will be for the benefit of the Properties and the present and future owners of all other land within the Subdivisions;

NOW, THEREFORE, Declarant does hereby declare that the Properties shall be held, transferred, sold and conveyed subject to the conditions, charges, liens and restrictions hereinafter set forth.

ARTICLE I

Definitions

(a) "Association" shall mean and refer to Atascocita Community Improvement Association, Inc., its successors and assigns.

RETURN RECORDED TO:
ELRO-ATASCOCITA, INC.
1600 FIRST CITY EAST BLDG.
HOUSTON, TEX. 77002

(b) "Subdivisions" shall mean Pinehurst of Atascocita, Section Four, Pinehurst of Atascocita, Section Five and Pinehurst of Atascocita, Section Six.

(c) "Subdivision Plats" shall mean and refer to the maps and plats of the Subdivisions recorded in the Map Records of Harris County, Texas.

(d) "Lot" and/or "Lots" shall mean and refer to each of the lots shown on the Subdivision Plats.

(e) "Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. E-093167, at Film Code No. 175-21-0710, as supplemented by those certain three (3) Supplemental Declarations of Covenants and Restrictions for Pinehurst of Atascocita, Section Four, Section Five and Section Six as recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. E-830984, F-665099 and F-240267 respectively.

(f) "Builder" shall mean and refer to any person, firm, corporation or other entity who is engaged in the business of building residential structures for sale or rental purposes and not for his or its personal use or occupancy.

(g) "Full Maintenance Charge" shall mean and refer to the annual assessment imposed upon each of the Lots in the Subdivisions by the Declaration and collected by the Association for the purposes stated in the Declaration.

(h) "Partial Maintenance Charge" shall mean and refer to the Maintenance Charge imposed by the Declaration and collected by the Association, against unimproved Lots owned by Declarant or Builders, said charge being twenty percent (20%) of the Full Maintenance Charge as established by the Declaration.

(i) "Properties" shall mean and refer to the tracts of land within the Subdivisions which are owned of record by Elro-Atascocita, Inc. on the date this document is recorded in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE II

Special Assessment

In addition to the Partial Maintenance Charge imposed by the Declaration, Declarant hereby imposes upon each of the Lots comprising the Properties owned of record by a Builder, an additional annual assessment (hereinafter referred to as the "Special Assessment") of thirty percent (30%) of the Full Maintenance Charge then in effect, which shall be paid to the Association by the Builder owner of each such Lot, together with the Partial Maintenance Charge, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the Full Maintenance Charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the Full Maintenance Charge then assessed for the portion of the calendar year remaining after the Full Maintenance Charge becomes applicable to such Lot, as herein provided, the then

owner of such Lot shall be obligated to pay to the Association, on the date the Full Maintenance Charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the Full Maintenance Charge then assessed, which shall bear the same ratio to fifty percent (50%) of such Full Maintenance Charge as the number of full calendar months remaining such calendar year bears to twelve (12). It shall be the duty of each Builder to notify the Association at the time a residence has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted.

Each Builder, by his claim or assertion of ownership or by accepting a deed to any of the Lots comprising the Properties, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, the Special Assessment charged and assessed against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. The Special Assessment herein provided for shall be a charge and a continuing lien upon each of the Lots comprising the Properties, together with all improvements thereon. The Special Assessment, together with interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the owner of the Lot at the time the obligation to pay such Special Assessment accrued, but no Builder shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Builder shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties or Facilities of the Subdivisions, or any part thereof, or by abandonment of his Lot or his interest therein.

The Special Assessment shall be paid to the Association and shall become a part of the Maintenance Fund as that term is defined in the Declaration and may be used for all the same purposes as the other monies constituting the Maintenance Fund. All of the provisions in the Declaration providing for the use, time of payment, proration of payment on change of ownership, and security for payment of the Full Maintenance Charge shall apply to the Special Assessment and are incorporated herein by reference for that purpose.

ARTICLE III

General Provisions

Section 1 - Duration and Amendment. The covenants and restrictions of this Additional Declaration shall run with and bind the land comprising the Properties and shall inure to the benefit of and be enforceable by the Association or any owner of any land subject to the Declaration as supplemented, their respective legal representatives, heirs, successors and assigns, for a term commencing on the date this Additional Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, and ending December 31, 1989.

Upon expiration of such term the terms, conditions and provisions of this Additional Declaration shall terminate.

Section 2 - Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund as Maintenance Fund is defined in the Declaration, or any owner of a Lot in the Subdivisions at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants,

123-89-0620

conditions, reservations, liens, charges, assessments, and all other provisions set out in this Additional Declaration. Failure of the Association or of any such owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3 - Notices. Any notice required to be sent to any Builder under the provisions of this Additional Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the Builder according to the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Additional Declaration as of the date first above written.

ELRO-ATASCOCITA, INC.

By A. M. Tappin
A. M. Tappin, President
- DECLARANT -

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. M. Tappin, known to me to be the person whose name is subscribed to the foregoing instrument and who, being by me first duly sworn, declared that he was the President of ELRO-ATASCOCITA, INC., a Michigan corporation, and that he executed said instrument as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, and sworn to before me this the 21st day of March, 1979.

My Commission Expires:
April 4, 1980

Linda Rector
Notary Public in and for
Harris County, T E X A S

PRINTED NAME OF NOTARY PUBLIC

LINDA RECTOR
Notary Public in and for Harris County, Texas
My Commission Expires April 4, 1980
SS #46074-4606

123-89-0621

LIENHOLDER CONSENT

Gibraltar Savings Association, the owner and holder of a lien covering all of the Properties hereby consents to and ratifies the foregoing covenants, conditions and resolutions contained in this Additional Declaration.

GIBRALTAR SAVINGS ASSOCIATION

By Michael P. Davis
Vice-President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael P. Davis, known to me to be the person whose name is subscribed to the foregoing instrument and who, being by me first duly sworn, declared that he was the Vice President of GIBRALTAR SAVINGS ASSOCIATION, and that he executed said instrument as the act and deed of said GIBRALTAR SAVINGS ASSOCIATION for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, and sworn to before me this the 22nd day of March, 1979.

My Commission Expires:
9-15-79



Gwen Ann Roberts
Notary Public in and for
Harris County, T E X A S
GWEN ANN ROBERTS
PRINTED NAME OF NOTARY PUBLIC

FILED
MAR 23 10 26 AM 1979
COUNTY CLERK
HARRIS COUNTY, TEXAS

COUNTY CLERK,
HARRIS COUNTY, TEXAS



MAR 23 1979

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the number sequence on this date and at the time stamped
thereon by me and was duly RECORDED in the Official
Public Records of said County of Harris County, Texas on

123-89-0522