

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
SAGEGLEN COMMUNITY ASSOCIATION

109-84-1947

THE STATE OF TEXAS    ↓  
COUNTY OF HARRIS    ↓

THIS DECLARATION, made on the date hereinafter set forth  
by TARTAN-MORSTAN, a Texas partnership, hereinafter referred to as  
"declarant",

W I T N E S S E T H:

WHEREAS, declarant is the owner of certain property sit-  
uated in Harris County, Texas, which is more particularly described  
as:

39  
2

Lots 12 through 16, Block 19  
Lots 1 through 12, Block 27  
Lots 1 through 35, Block 28  
Lots 1 through 34, Block 29  
Lots 1 through 32, Block 30  
Lots 1 through 20, Block 31  
Lots 1 through 30, Block 32  
Lots 1 through 30, Block 33  
Lots 1 through 15, Block 34  
Lots 1 through 20, Block 35  
Lots 1 through 20, Block 36

All of said lots being in Sageglen, Section  
Three, according to map or plat thereof re-  
corded in Volume 278, Page 81, Map Records  
of Harris County, Texas.

NOW, THEREFORE, declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof and the  
Sageglen Community Association.

WITNESSETH:

DECLARANT:

WITNESSES:

109-84-1948

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Sageglen Community Association, a Texas non-profit corporation, its successors and assigns.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 "Lot" shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision map or plat of the properties with the exception of commercial reserves.

Section 1.5 "Declarant" shall mean and refer to TARTAN-MORSTAN, a Texas partnership, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members.

The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, or
- b) On January 1, 1986 .

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien and Personal Obligation of Assessments: The declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges which shall be payable as hereinafter set forth, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

109-84-1950

Section 3.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, including, but not limited to, lighting, improving and maintaining the streets and roads, collecting and disposing of garbage and refuse, employing policemen and/or watchmen, caring for vacant lots, esplanades, entrance ways and similar facilities serving the properties, and in doing any other things necessary or desirable which the Board of Directors of the Association may deem appropriate to keep the properties neat and presentable.

Section 3.3 Maximum Annual Assessment: Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Ninety Six and No/100 Dollars (\$96.00) per lot.

(a) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3.4 Notice and Quorum for any Action Authorized Under Section 3.3: Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to

cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.5 Rate of Assessment: All lots in Sageglen, Section Three shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by declarant are not exempt from assessment. Lots shall be divided into two classes; Class A lots and Class B lots. Class A lots shall be those lots on which a permanent home has been constructed and title to such lot has been conveyed to the resident purchaser thereof. Class B lots shall be all other lots which are owned by declarant, a builder, or building company and shall be assessed at the rate of one-half (1/2) of the annual assessment above and shall begin to accrue on the happening of either of the following events whichever occurs later:

(a) When any lot has been improved with paved streets, water, sewer and other utilities, or

(b) On the 1st day of November, 1978.

Section 3.6 Date of Commencement of Annual Assessment:  
The entire accrued charge on each Class B lot (determined in accordance with Section 3.5 above) shall become due and payable on the date such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The annual assessment charge on Class A lots shall be as hereinbefore provided (according to Section 3.3). The initial charge shall accrue and become due and payable to each lot on the day such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The determination of the amount of

109-84-1952

such initial charge shall be adjusted according to the number of months remaining in the calendar year. The annual assessment on each Class A lot and thereafter shall accrue and become due and payable on the first day of January of each succeeding year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 3.7 Effect of Non-Payment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with the said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 3.8 Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.9 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3.10 Insurance:

(a) The Board of Directors of the Association may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each owner, from and against liability in connection with the Association's duties, functions and property, if any.

(b) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein shall be a common expense of all owners and be a part of the maintenance assessment.

ARTICLE IV

ARCHITECTURAL COMMITTEE

Section 4.1 No building shall be erected, placed or altered on any lots until the building plans and specifications and a plot plan showing the locations of such building has been approved in writing as to conformity and harmony of external

design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevation, by an Architectural Control Committee composed of Charles E. Burge, William F. Burge, III, and David Hannah, III, or a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member, or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said Committee or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. All decisions of such Committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said Committee shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall be restricted to injunctive relief and no other. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Powers and duties of the named Committee and any designated representative or successor member shall, on January 1, 1985, pass to a Committee of three owners of lots in all sections or units of the subdivision then existing, provided however, that until such selection is made by said majority of lot owners, the persons constituting said Committee on said date shall continue to exercise such powers and duties until such time as their successors are elected.



(b) so that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than 5 feet.

(c) no single-family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. No out-buildings on any residential lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

A three (3) foot side yard shall be permissible for a garaged or other permitted accessory building located seventy (70) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Section 5.5 below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

Section 5.5 Consolidated Building Site: None of said lots shall be resubdivided in any fashion except as follows:

Any person owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing of constructing improvements, as permitted in paragraph numbered 5.3 and 5.4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

Section 5.6 Minimum Lot Requirement: No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 6,600 square feet.

Section 5.7 Facing of Improvements: All improvements in Sageglen, Section Three shall be constructed on a residential lot so as to front the street upon which such lot faces. The Architectural Control Committee is granted the right to designate the direction in which the improvement in Sageglen, Section Three, on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

Section 5.8 Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

Section 5.9 Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street.

Section 5.10 Use of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly, and there is hereby reserved unto the Architectural Committee the

sole power to determine what is inconspicuous and slightly in connection with temporary structures.

Section 5.11 Domestic Quarters: No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

Section 5.12 Underground Electrical Service: An underground electric system will be installed in that part of Sageglen Subdivision, Section Three, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Sageglen Subdivision, Section Three, at the execution of this agreement between Company and Developer or thereafter. 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

109-84-1959

reciprocal easements providing for access to the area occupied 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 has installed 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 designated 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 units structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners of the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an

109-84-1960

amount representing the excess in cost, for the entire Under-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. Nothing in this paragraph is intended to exclude single metered service to apartment projects under the terms of a separate contract.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Sageglen Subdivision, Section Three, 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 would have invoked the above per front lot foot payment of 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).

Section 5.13 Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. During the initial construction and sales period the builder may use other signs and displays to advertise the merits of the property for sale or rent. Declarant or its assignee

shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

Section 5.14 Height of Antennae: No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building or any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot.

Section 5.15 Storage of Automobiles, Boats, Trailers and Other Vehicles: No trucks, vans, trailers, boats, or any vehicle other than passenger cars will be permitted to park on streets or on driveways longer than twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 5.16 Sidewalks: Before the dwelling unit is completed, the lot owner shall construct a sidewalk four (4) feet in width parallel to the street curb, and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side street lines.

Section 5.17 Mineral Operations: No oil drilling, oil 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, mineral excavations or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 5.18 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish.

109-84-1087

Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5.19 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 5.20 Obstruction of Sight Lines: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 5.21 Fences: No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. Further, no side or rear fence, wall or hedge shall be constructed that exceeds 6 feet in height unless prior approval is obtained from the Architectural Control Committee. No chain link, wire, steel, or metal fences shall be permitted.

Section 5.22 Roofing Materials: The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such com-

109-84-1963

parison to rest exclusively with the Architectural Control Committee, or (3) crushed marble slab or pea gravel set in a built up roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 5.23 Infringement: An owner shall do no act nor any work that will impair the structural soundness or integrity of another lot or improvements thereon, or impair any easement or hereditament nor do any act nor allow any condition exist which will adversely effect other lots, improvements thereon, or their owners.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 6.1 Enforcement: The Association, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6.3 Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Harris County, Texas.



Section 6.4 Annexation:

(a) Upon the request of Declarant, the Board of Directors of the Association may, from time to time, by majority vote and without the consent of members, annex such additional residential property Declarant may designate, provided that the F. H. A. or V. A. determine that annexation of such properties is in accord with the general plan of development heretofore approved by them.

(b) Additional residential property, not designated by Declarant as provided above, may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

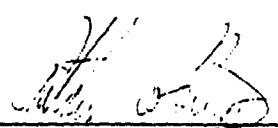
ARTICLE VII

F. H. A./V. A. APPROVAL

Section 7.1 As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration or Federal Housing Administration: annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 11th day of October, 1978.

TARTAN-MORSTAN  
BY: TARTAN CORPORATION

BY:   
Arthur Coburn, II President

ATTEST:

  
Charles E. Burge

109-84-1965

THE STATE OF TEXAS - §  
                                  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Bruner, President of Tartan Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 11th day of October, 1978.

Janet S. Bruner  
Notary Public in and for  
Harris County, Texas

JANET S. BRUNER