

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
of the  
BEAR BRANCH VILLAGE COMMUNITY ASSOCIATION**

NOTE: THIS IS A RETYPED VERSION OF THE ORIGINAL OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED  
IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS

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

**STATE OF TEXAS        }**  
                                  **}**       **KNOW ALL PERSONS BY THESE PRESENTS: THAT**  
**COUNTY OF HARRIS    }**

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., hereinafter referred to as "Declarant."

**WITNESSETH**

WHEREAS, Declarant is the Owner of 63.2962 acres of land in the P. Whitty Survey, A-1458, and the Elijah Votaw Survey, A-823, in Harris County, Texas, shown on the plat of Bear Branch Village, Section One, recorded in Volume 220, Page 38, in the Map Records of Harris County, Texas.

NOW THEREFORE, Declarant hereby declares that all of the Properties described above and which may be hereafter added to said 63.2962 acres or annexed into the Association by Declarant 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.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Bear Branch Village Community Association, its successors, and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, Parcel, Apartment, or tract of Commercial Land that 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 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 4.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot, Parcel, Apartment, or tract of Commercial Land is: –None–

**Section 5.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception, however, of any Parcel, Apartment, Commercial Land, public school land, church land, any Common Area, and all unrestricted reserves until such time as the use of said unrestricted reserves shall be defined by a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

**Section 6.** “Parcel” shall mean and refer to any residential townhouse or patio house on land situated within the Properties and which land is made subject to residential townhouse or patio house use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

**Section 7.** “Apartment” shall mean and refer to any residential living unit in an apartment building on land situated within the Properties and which land is made subject to residential apartment use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

**Section 8.** “Commercial Land” shall mean and refer to any plot of land restricted to commercial use or any plot of land within the boundaries of the Properties that is subject to a commercial use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

**Section 9.** “Declarant” shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors, and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners’ Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, Parcel, Apartment, or tract Commercial Land subject to the following provisions:

- a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which assessment against his/her Lot, Parcel, Apartment, or tract of Commercial Land remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- c) The rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication of transfer has been recorded.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot, Parcel, Apartment, or tract of Commercial Land who 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, Parcel, Apartment, or tract of Commercial Land that is subject to assessment.

**Section 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 vote for each Lot, Parcel, or tract of Commercial Land owned and a two-thirds (2/3) vote for each Apartment owned. When more than one person holds an interest in any Lot, Parcel, Apartment, or tract of Commercial Land, all such persons shall be members. The vote of such Lot, Parcel, Apartment, or tract of Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot, Parcel, or tract of Commercial Land or two-thirds (2/3) vote with respect to any Apartment.

Class B. Class B members shall be the Declarant and shall be entitled to three votes for each Lot, Parcel, Apartment, or tract of Commercial Land 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 the Class A membership equal the total votes outstanding in the Class B membership
- b) On January 1, 1989

### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

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

- 1) Annual assessments and 2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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's 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's 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/her successors in title unless expressly assumed by them.

**Section 2. Purposes of Assessments.** The assessments levied by the Association shall be used toward the common good of the community, civic betterment, municipal, educational, and public recreational purposes (but not by way of limitation) as follows:

1. To render constructive civic service for the promotion of the social welfare of the community and for the citizens within the Properties that are a part of Bear Branch Village, to inculcate civic consciousness by means of active participation in constructive projects that will improve the community, state, and nation.
2. To promote and/or provide municipal services and educational and public recreational services and facilities for residents within the Properties who are a part of Bear Branch Village.
3. To acquire, maintain, and conduct buildings and property for public services and educational and recreational facilities.
4. To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

All street lighting and street sweeping and maintenance within the Properties that are a part of Bear Branch Village, mosquito abatement, police service, fire protection, park and public maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which contracts shall be negotiated by the Board of Directors of the Association and which services will be billed directly to each Owner separate from and in addition to the annual assessment), and the enforcement of restrictions upon the use of property within the Properties that are a part of Bear Branch Village.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot, Parcel, Apartment, or tract of Commercial Land to an Owner, except as to the limitations hereinafter contained in Article IV, Section 7, the maximum annual assessment shall be \$90.00 per Lot or Parcel, \$66.00 per apartment, and \$0.83 per 100 square feet, or fraction thereof, of Commercial Land. Unrestricted reserves shown on any recorded subdivision map, until the use thereof shall have been determined by a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas, public school land, church land, and all Common Area shall not be subject to the assessments provided for herein.

- a) From and after January 1 of the year immediately following the conveyance of the first Lot, Parcel, Apartment, or tract of Commercial Land to an Owner, the maximum annual assessment may be increased each year not more than 5% 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, Parcel, Apartment, or tract of Commercial Land to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) 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 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 hereof shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 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 requirement, 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 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at proportionately uniform rates for all Lots, Parcels, Apartments, or tracts of Commercial Land and may be collected on a monthly basis. Notwithstanding anything to the contrary herein contained, the annual assessments levied against Lots owned by the Declarant shall be one-half (1/2) the annual Lot assessment provided for herein.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The annual assessment provided for herein shall commence to a Parcel, Apartment, or tract of Commercial Land on the first day of the month following the issuance by the appropriate governmental authority of a building permit applicable to land within the Properties that have been theretofore restricted to such use by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Parcel, Apartment, or tract of Commercial Land at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of

the Association setting forth whether the assessments on a specified Lot, Parcel, Apartment, or tract of Commercial Land have been paid.

**Section 8. Effect of Nonpayment of Assessment: Remedies of the Association.** Any assessment not paid within 30 days after the due date shall bear interest from the due date at the highest rate of interest per annum allowed in the State of Texas. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the services as stated in Article IV, Section 2, hereof or by nonuse of the Common Area or abandonment of his/her Lot, Parcel, Apartment, or tract of Commercial Land.

**Section 9. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, including, but not by way of limitation, the lien evidenced by that certain Deed of Trust dated July 9, 1974, recorded under File No. E201309, Film Code No. 106-13-1340, in the Official Public Records of Real Property of Harris County, Texas. Sale or transfer of any Lot, Parcel, Apartment, or tract of Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot, Parcel, Apartment, or tract of Commercial Land pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Parcel, Apartment, or tract of Commercial Land from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter 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 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions that shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 25-year period by an instrument signed by not less than 90% of the Owners, and thereafter by an instrument signed by not less than 75% of the Owners. Any amendment must be recorded.

**Section 4. Annexation.** Additional land owned by the Declarant within the John W. Asbury Survey, A-91, the A.B. Langerman Survey, A-1196, the P. Whitty Survey, A-1458, the H.T. & B.R.R. Co. No. 5 Survey, A-422, the Harrison McLean Survey, A-529, and the H.T. & B.R.R. Co. No. 3 Survey, A-1719, in Harris

County, Texas, may be added or annexed to the aforesaid 63.2962 acres of land and made subject to the terms hereof by the Declarant without the consent of members within 15 years of the date of this instrument, provided that the FHA and VA determine that the addition or annexation is in accordance with the general plan theretofore approved by them; however, Declarant shall not be obligated to add or annex such additional land. Such additional land that may be added or annexed shall become subject to the terms, conditions, and provisions hereof and the annual assessment existing at the time of such addition or annexation.

**Section 5. FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: addition or annexation of additional lands, dedication of the Common Area, and amendment this Declaration of Covenants, Conditions, and Restrictions.

FANNIN BANK, a Texas banking corporation, as lienholder of the hereinabove-described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers for the purpose of consenting to, ratifying, confirming, and adopting this Declaration of Covenants, Conditions, and Restrictions.

EXECUTED this 21<sup>st</sup> day of November, 1974.

FRIENDSWOOD DEVELOPMENT COMPANY,  
Acting Herein for Itself and for  
KING RANCH, INC.  
Declarant

By: J. C. Byrd  
J. C. Byrd, Vice President

FANNIN BANK

By: William J. Alci  
President

ATTEST: [Signature]  
Secretary

ATTEST: [Signature]  
Loan-Officer

RECORDER'S MEMORANDUM:  
The additions on this instrument were present at the time instrument was filed and recorded.

RECORDER'S MEMORANDUM:  
The additions on this instrument were present at the time instrument was filed and recorded.

OK FORM  
OK TRANS. [Signature]  
OK CONT. [Signature]

(3)  
Jon

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NOTE: THIS IS A RETYPED VERSION OF THE ORIGINAL OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS



STATE OF TEXAS     |  
                          |  
COUNTY OF HARRIS  | .

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY and in the capacity therein stated.

112-20-2503

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of November, 1974.

Shirley C Drew  
Notary Public in and for  
Harris County, Texas

SHIRLEY C. DREW  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-1-75

STATE OF TEXAS     |  
                          |  
COUNTY OF HARRIS  |

BEFORE ME, the undersigned authority, on this day personally appeared William Steen, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FANNIN BANK, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said FANNIN BANK.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of December, 1974.

Nancy M Walker  
Notary Public in and for  
Harris County, Texas

RETURN TO:  
HUBERT SMITH  
FRIENDSWOOD DEVELOPMENT CO.  
P. O. DRAWER 809  
HUMBLE, TEXAS 77338