

**Coventry Community Association
Covenants, Conditions and Restrictions**

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§1 SINGLE FAMILY RESIDENTIAL CONSTRUCTION - No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars and a bona fide servant's quarters which structure shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no space in any structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

§2 ARCHITECTURAL CONTROL - No Buildings, structures or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and plans showing the location of the buildings, structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate a successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee does not have any authority over the original construction by the developer or its successors or assigns or builders in Section Three (3) until such time as homeowners exercise control as described by Article III Section 2 hereof. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in Section 2 or elsewhere in the Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quality of the building materials to be used in the construction of any building, improvement or structure on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such building, improvements or structures will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for a description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee approves such request for a variance, the Architectural Control Committee will evidence such approval, and grant its permission for such variances, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as

examples, but without limitation, the type of alternate materials to be permitted, and an alternate fence height approved or specifying the location, plans and specification as applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either: (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variance for the covenants of this Declaration shall be permitted. It is the intention that no variances are available except at the discretion of the Architectural Control Committee in the manner provided herein, or by law, the Board of Directors of Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

§3 MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS - The living area on the ground floor of the main residential structure (exclusive of porches, garages and servant's quarters) in sections one (1) and two (2) shall be not less than Two Thousand (2,000) square feet for one-story dwellings, and for a multi-story dwelling shall also not be less than Two Thousand (2,000) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgment such deviation would result in a more common beneficial use. Such deviation requests must be submitted to the Architectural Control Committee in accordance with Section 2 hereof and approvals, if granted, shall be in writing and will become part of these restrictions to the extent of the particular lot involved.

§4 EXTERIOR MATERIALS - The exterior materials of the main residential structure and any attached garage and servants' quarters shall not be less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved by the Architectural Control Committee. For the purposes of clarification hereof, any cement based exterior siding and planks shall not be considered masonry.

§5 LOCATION OF IMPROVEMENTS UPON THE LOT - No building or other improvements shall be located on any lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located within three (3) feet of an interior lot line provided; however, that a dwelling may be located as near as three (3) feet to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior lot line is not less than ten (10) feet provided, however, in no event shall the sum of the side yard widths on any lot be less than fifteen (15) percent of the width of the lot (except in the case of a garage or other permitted accessory building set back sixty (60) feet as above prescribed.) This distance shall be measured (to the nearest foot) along the front setback line shown on the recorded plat. For the purposes of this covenant or restriction, eaves, steps, and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

§6 COMPOSITE BUILDING SITE - Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

§7 UTILITY EASEMENTS - Easements for installation and maintenance of utilities and cable television equipment are reserved as shown and provided for on the recorded plats and to the extent not inconsistent with any other easements shown on such plats, to a strip of land within the Lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and no structure of any kind shall be erected upon any of said easements. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or improvements of the owner located on the land within or affected by said easements.

§8 PROHIBITION OF TRADE AND OFFENSIVE ACTIVITIES - No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity or any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

§9 USE OF TEMPORARY STRUCTURES - No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

§10 STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES - No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be stored on the public street right-of-way for forward of the front building line of the Lots. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

§11 MINERAL OPERATION - 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 any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

§12 ANIMAL HUSBANDRY - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept.

§13 WALLS, FENCES, AND HEDGES - No wall, fence, or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Developer, or its assigns, shall pass ownership with title to the Lot and it shall be owner's responsibility to maintain said wall, fence or hedge thereafter.

§14 VISUAL OBSTRUCTION AT THE INTERSECTION OF PUBLIC STREETS - No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from the curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.

§15 LOT MAINTENANCE - The Owner or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish or any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association, may without being under any duty to so do, in trespass or otherwise enter said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. If the Owner or occupant fails to pay the statement then the cost of such work, and any attorney fees and costs incurred to collect the amount that is due will be a charge on the lot and shall be a continuing lien upon the Lot and a personal obligation of the person(s) who was the Owner of the Lot at that time. The Association can bring an action at law against the owner or foreclose this lien.

§16 VISUAL SCREENING ON LOTS - The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, or playgrounds or other facilities where the rear or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property. All enclosures must be approved by the Architectural Control Committee.

§17 SIGNS, ADVERTISEMENTS, BILLBOARDS - No sign advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. The Association shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Developer, or its assigns, may maintain, as long as it owns property in Coventry, Sections One (1), Two (2) or Three (3), in or upon such portions of the Properties as Developer may use, and permit such builders (who are at the relevant time building and selling in Coventry, Section One (1), Two (2) and Three (3) to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of Developer and of any builder acting with Developer's permission under this sentence shall be operative and in effect only during the construction and initial sales period of the area composed of Coventry Section Three (3).

§18 ROOFING MATERIAL - The roof of any building (including any garage or servant's quarters) shall be (1) asphalt or composition type shingles with a minimum design criteria of two hundred and twenty pounds (220#) or (2) tile. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

§19 MAXIMUM HEIGHT OF ANTENNA - No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend above the roof of the main residential structure on the Lot, be erected on a wooden pole or be visible from the street.

§20 CABLE TELEVISION RESERVE - Developer reserves the right to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Developer shall have the right and power in such agreement or agreements to grant to such Cable Television Company or Companies the uninterrupted right to install and maintain communications

cable and related ancillary equipment and appurtenances within the utility easements or right-of-way reserved and dedicated herein and in the plat referenced above and Developer does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid to or to be paid by such Cable Television Companies to Developer pursuant to any such agreements between Developer and such Cable Television Companies.

§21 EXTERIOR YARD LIGHTING - Each Lot Owner shall provide and maintain a front yard "pole light" as designated and approved by the Architectural Control Committee. Such light shall be properly maintained on a photocell mechanism as to provide, as a minimum, light from sundown to sunup each day. In the event a Lot Owner fails to properly maintain or provide such lighting the Association shall give a ten-day written notice to have such problem corrected. Upon the failure by the Lot Owner to correct such, the Association shall have the right to correct the problem and bill the Lot Owner for charges incurred, or seek legal enforcement of this provision. In the event legal action is necessary, such Lot Owner will be responsible for cost and attorneys' fees incurred by the Association in enforcing this provision. The charges for correcting the problem, attorneys' fees and cost shall be a charge on the Lot and shall be a continuing lien upon the Lot and a personal obligation of the person(s) who was the Owner of the Lot at that time. The Association can bring an action at law against the owner or foreclose this lien.

§22 MAIL BOXES - Each Lot Owner, in Sections One (1) and Two (2) shall provide and maintain, as approved by the Architectural Control Committee, a mail box constructed of brick veneer and masonry that coincides, as nearly as possible, to the color of the brick used in the construction of the lot's main residence and in structure to existing mail receptacles in Sections One (1) and Two (2) of the Subdivision. Main residence structures constructed of another type of masonry approved by the Architectural Control Committee, shall also provide a brick veneer mail box that is in architectural harmony with the main structure and approved by the Architectural Control Committee. All mail boxes erected after initial lot construction require approval of the Architectural Control Committee.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in not event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be the Developer or its successors or assigns and shall be entitled to five (5) 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;

(1) when seventy-five percent (75%) of the lots are deeded to owners

(2) Ten (10) years from the date of this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Harris County, Texas, for recordation in the Deed Records of Harris County, Texas

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Developer, in the case of 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, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall 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 Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interests, cost and reasonable attorney's fees shall also be the personal obligation of the person(s) who is the Owner of the Lot at the time when the assessment fell due. Appropriate recitation in the deed conveying each Lot will evidence the retention of a vendor's lien by Developer for the purpose of securing payment of said charge assigned to the Coventry Community Association, Inc. without recourse on Developer in any manner for the payment of said charge and indebtedness. If the deeds do not refer to the vendor's lien the lien is still in effect. Mortgages are not required to collect assessments.

SECTION 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.

SECTION 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 Six Hundred Dollars (\$600.00) 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 without a vote of the membership in conformance with the rise, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding year or alternatively, by an amount equal to a ten percent (10%) increase over the prior year's assessment whichever is greater.

(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 that established by the Consumer Price Index formula only by the written approval of the Owners entitled to cast two-third (2/3) of votes of the Association.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. Additionally, the Board of Directors may set the date for the payment of the assessments of which shall not be more frequent than monthly payments (i.e., payments may be quarterly, semi-annual or annually but not more frequent than monthly).

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment 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 Section 3 and 4 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting

called, the presence of members or of proxies entitled to cash sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirements, but the required quorum at such subsequent meeting shall be one-half (½) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ASSESSMENT. All Lots in Coventry, Sections One (1) and Two (2), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Coventry, Sections One (1) and Two (2) owned by Developer are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of sections 3 and 7 hereof. Improved Lots in Coventry, Sections One (1) and two (2) which are not occupied by a resident and which are owned by Developer, a builder, or a building company, shall be assessed at the rate of one-half (½) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots in Coventry, Sections One (1) and Two (2), on the first day of conveyance of a Lot to an owner. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. 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 mailed (by U.S. first class mail) to every Owner subject thereto. The payment 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 have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

In the event an assessment is not received by the Association or its designated depository (managing agent) within fifteen (15) days of the due date then a late charge of \$25.00 shall be due in addition to the assessment. Such late charge shall be incurred an assessment is received late. Acceptance by the Association of the assessment without the late charge shall not constitute waiver of such charge. An owner shall not be entitled to a certificate from the Association upon the sale of his home until all late charges are brought current. Additionally, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten (10%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the assessment, and/or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his Lot. Failure to pay assessments does not constitute a default under an insured mortgage.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved and to the lien of any mortgage created for improvements to any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment 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, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

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 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 2. OWNER'S EASEMENT OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge 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 facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period that he is in violation of any covenant, condition or restriction; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to mortgage, 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 mortgage, dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Article IV.

(e) If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

Absolute liability is not imposed on lot owners for damage to common area or lots in the Planned Unit Development.

SECTION 4. DELEGATION OF USE. Any Owner may delegate in accordance with the Bylaws of the Coventry Community Association, Inc., his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchases who reside on the property.

SECTION 5. 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 be automatically extended for successive period of ten (10) years. This Declaration may be amended at any time during the first twenty year period by an instrument signed by those Owners owning not less than ninety percent (90%) of the Lots within Coventry, Sections One (1) and Two (2), and thereafter by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within Coventry, Sections One (1) and Two (2). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Harris County, Texas. Developer shall, however, have the right to make any and all amendments to this Declaration which may be required to obtain FNMA, FHLMC or similar approval of the subdivision, provided

such amendments are made within three (3) years from the date this Declaration is placed of Record. The execution and recordation of any such amendment which states it was made for such purposes shall be conclusive evidence of compliance with this section and that such amendment was required to obtain such approval.

SECTION 6. ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent of Two-thirds (2/3) of the membership, provided however, additional land within the approximately five hundred (500) acre tract of land constituting the remainder of Coventry (now or as hereinafter defined) may be annexed in one or more tracts at one or more times by the Declarant or his successors and assigns, without the consent of members, lienholders or anyone else within twenty (20) years from the date this instrument is recorded. Under no circumstances shall Declarant be obligated to annex such additional property and common area. The Declarant agrees that any improvements on property so annexed and submitted to the jurisdiction of the Association will be comparable quality in the opinion of Declarant in order to preserve the appearance and value of the development.

SECTION 7. BOOKS AND RECORDS. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member for any proper purpose that is stated in writing. The Articles of Incorporation, Bylaws, of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

SECTION 8. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the Interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 9. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

SECTION 10. LIENHOLDER. Lienholder joins herein solely for the purpose of subordinating the liens held by them of record upon the Properties to the covenants, conditions and restrictions hereby imposed by Developer with however, the stipulation that such subordination does not extend to any lien or charge by or provided for in this Declaration.