

RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
CORNERSTONE VILLAGE NORTH SECTION 2

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THE STATE OF TEXAS §  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

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CORNERSTONE VILLAGE NORTH SECTION 2, a Joint Venture, desiring as the owner of 87.5140 acres described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called and referred to collectively as "Cornerstone 2"), to adopt a uniform plan for the orderly development of above, does hereby impose upon all the property included above, the following conditions, covenants and restrictions (hereinafter called "Protective Covenants"), which shall be covenants running with the land and shall be binding upon any purchaser, grantee owner or lessee of any land or building in or on the property described above, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee.

The term "Developer", as used hereinafter, shall mean Cornerstone Village North Section 2, a Joint Venture or its successor, or any person, partnership, corporation or other entity to which Cornerstone Village North Section 2, may convey all or substantially all of the land then owned by Cornerstone Village North Section 2 in the Project (as that term is defined in Section 11 (a) hereof), for purposes of continuing the development of the Project. The Developer may at any time and from time to time, by instrument filed for record in the office of the County Clerk of Harris County, Texas, appoint any person, firm or corporation as agent and attorney-in-fact to perform any act, function or duty of Developer hereunder, and such power may be effectively revoked only by instrument filed for record in the office of the county Clerk of Harris County, Texas.

Such Restrictions and Protective Covenants are as follows:

**HOLD FOR  
AMERICAN TITLE COMPANY**

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1. Uses Permitted: No land or building shall be used for manufacturing plants or sites, or industrial sites; further, no buildings shall be used for warehouse or distribution purposes, except on sites, if any, as Developer, in its sole discretion, shall approve in writing.

No use shall be permitted which is offensive by reason or odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion, or which is in violation of the laws of the United States or the State of Texas or any subdivision thereof. Written approval by Developer of a particular use shall be conclusive evidence of compliance with this Protective Covenant to the extent that such use is not in violation of any law or ordinance. Developer shall not be liable to any person in respect of any use for which Developer has in good faith granted such approval.

2. Architectural and Design Control: All construction and development in Cornerstone 2 shall be subject to the approval of Developer. No building or other improvements shall be constructed in Cornerstone 2 and no changes shall be made in any building or improvement which may hereafter be constructed therein until plans and specifications therefor (including a site plan, site landscaping and grading plans, plans for off-street parking of vehicles and utility layout) have been submitted to, and have been approved by, the Developer as to type and quality of materials, harmony of exterior design and colors with existing structures on the site or on other sites in the area and location with respect to topography and finished ground elevation. The Developer, in its discretion, may provide development guidelines for site planning, architecture and landscaping, and if and when such guidelines as provided they shall be used as the basis for review and approval or disapproval of plans. Developer shall in writing advise the party submitting the plans and specifications of (i) the approval thereof of (ii) the segments or features which are deemed by Developer to be inconsistent or not in conformity with these Protective Covenants. In the event Developer does not within a reasonable

time after receipt by Developer of such plans and specifications give written notice of the disapproval or objection to features thereof, the approval of Developer shall be deemed to have been given. All buildings shall be built and all other improvements shall be made in accordance with drawings and specifications as the same may have been finally approved by Developer. The Developer shall not, however, be liable to any person under any theory or under any circumstances in connection with its approval or disapproval of drawing and specifications, including without limitation, any liability based on the soundness of construction, adequacy of drawings and specifications or otherwise.

3. Building Setback Lines: i) The Developer shall establish building setback lines along streets either presently existing, or to be dedicated at a later date, at the sole discretion of the Developer. For purposes of the foregoing, the applicable building setback lines shall be in excess of the 20' Greenbelt area (No. 4 below) and shall be measured at a right angle from the front property line of the property itself.

No building or other structure shall be erected nearer to any street in Cornerstone 2, than the applicable building setback line, or lines, as determined and set by Developer as above specified. Developer hereby reserves the right to make changes in the building setback lines and set or dedicate same from time to time.

ii) No building or other structure, including a parking garage, shall be erected in Cornerstone 2, nearer than fifteen (15) feet from any property line where such property line does not abut any dedicated public street if the building is two (2) stories or less in height, nor nearer than thirty-five (35) feet from any of said property lines if the building is three to four stories in height, or nearer than fifty (50) feet from any of said property lines if the building is five (5) or more stories in height. For the purposes of this Section 3 a "story" shall be considered to be fifteen (15) feet in height.

Exceptions to these setback requirements may be made as the Developer approves in writing in advance where, in the Developer's sole opinion, the height and appearance of any building will be architecturally compatible with any other building or structure constructed on the opposite side of the property line or lines in question. The setback requirements as aforesaid for a particular structure shall be determined by the height of that particular structure without regard to whether such structure is attached to any other structure.

4. Greenbelt Area: The Developer hereby establishes a twenty (20) foot greenbelt area along and parallel to the property lines along the streets set out above and any other streets hereinafter dedicated by Developer for Cornerstone 2.

No structure of any kind may be built or erected within such area other than driveways for ingress and egress and all trees within said area must remain and be maintained therein. Further, said area must be landscaped and maintained by each owner so that it will be harmonious with the surrounding area. The location and designs of all driveways and all landscaping must be approved by Developer.

The Developer may make changes in the size, location and design of the greenbelt area as herein established, or may allow parking within this greenbelt area so long as no trees are removed and the parking is done in a harmonious manner with the trees and landscaping and approved by the Developer.

5. Parking: Minimum parking ratio requirements shall be set by Developer on each separate tract of land from time to time as it may determine in its sole discretion to be proper. It is understood also that in addition to the minimum requirements, additional parking area must be provided (and shall be required by Developer), so that ten (10%) per cent of the parking area may be used for trees and landscaping and the minimum requirements as set by Developer be met also.

Parking will not be permitted on any street or road, either public or private, or at any place other than the paved parking spaces provided in accordance with the foregoing, and

each owner and lessee shall be responsible for compliance by their respective employees and visitors. All parking areas shall be landscaped in a manner approved in writing by Developer prior to construction or alteration of any building. No parking, driveways, or other paving shall be located within five (5') feet of side or rear property lines, unless approved by Developer.

6. Loading Docks: Loading docks will not be permitted to face any street and provision must be made for handling all freight on those sides of a building which do not face a street; provided, however, that in any instance in which a building would face streets on all sides of such building which are, respectively, farthest from frontage streets unless the Developer shall in writing permit a loading dock on another side of said building. All loading docks must be screened from public view in a manner approved in writing by Developer prior to construction or alteration of any building.

7. Landscaping: All open, unpaved space, including, but not limited to front, side and rear building setback areas, and greenbelt areas, parking areas, as set out above, shall be planted and landscaped according to a plan approved in writing by Developer. Landscape plans submitted for approval of the Developer shall indicate the number, size, spacing and species shrubs and trees, and the species of ground cover. In connection herewith, Developer may require each owner to provide a survey of all trees located within the subject area that have a diameter of eight (8") inches or more.

Landscaping in accordance with the plans approved by the Developer must be installed within thirty (30) days following the occupancy of a building. This period may be extended by Developer in the event of delays caused by adverse weather conditions or other causes beyond reasonable control.

8. Screening: The right of a purchaser, grantee, owner or lessee to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, refuse containers or like equipment

in the open or exposed to public view, or view from adjacent buildings. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened from view in a manner approved in writing by Developer. Said screen shall be of height at least equal to that of the materials and equipment from view from ground floor level of all adjacent buildings. All storage shall be limited to the rear two-thirds of the property and under the circumstances shall any materials or equipment be stored within the applicable building setback line from any street.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents and any other structures or equipment shall be architecturally compatible or effectively shielded from view by an architecturally sound method which shall be approved in writing by Developer before construction or erection of said structures or equipment.

9. Signs: Detailed drawings and specifications for all proposed signs, both permanent and temporary, including site information signs, shall be submitted for the approval of Developer. All signs shall conform to the overall sign program established by Developer and shall be of a design and material approved by Developer. No sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall.

10. Illumination: All buildings shall have exterior illumination facilities for their front and side walls of a power and design to be approved by Developer prior to commencement of construction, and, upon completion of said buildings, said illumination facilities shall remain in full operation until 10:00 o'clock each night.

11. Maintenance: The owner and lessee of an site shall have the duty of and responsibility for keeping the premises, buildings, improvements and appurtenances, and landscaping, in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of Developer or the Association

referred to in Section 12 hereof, any such owner or lessee is failing in this duty and responsibility, then Developer or said Association may give such owner or lessee, or both, notice of such fact and such owner and/or lessee must, within ten (10) days of such notice, undertake the care and maintenance required to restore said owner's or lessee's property to a safe, clean and attractive condition. Should any such owner or lessee fail to fulfill this duty and responsibility after such notice, then Developer or said Association shall have the right and power to perform such care and maintenance, and the owner or lessee (and both of them) of the property on which such work is performed by Developer or said Association shall be liable for the cost of any such work and shall promptly reimburse Developer or said Association, as the case may be, for the cost thereof. If such owner or lessee shall fail to so reimburse Developer or said Association within thirty (30) days after being billed therefor by Developer or said Association, then said cost shall be a debt of such owner or lessee (and both of them), payable to Developer or said Association, as the case may be, and shall be secured by a lien against any such owner's and lessee's property. The duty and responsibility imposed upon the owner and lessee of any site by this Section 11 shall be over and above any maintenance which may be performable by the Association referred to in Section 12 pursuant to the terms of said Section 12.

12. Cornerstone Village North Section 2 Community Association; Maintenance Fund: All owners of land in Cornerstone Village North Section 2 shall be members of Cornerstone Village North Section 2 Community Association, Inc., a Texas non-profit corporation (hereinafter called the "Association"), and the following provisions shall be applicable:

(a) Purpose of the Association: The Association has been formed for the purpose of preserving and maintaining the uniform standards and quality as well as the natural beauty and aesthetic value of (i) property in Cornerstone 2 and (ii) any property adjacent or contiguous to Corner-

stone 2 and which by express dedication of Developer, shall provide that all or a designated part thereof shall become and be a part of the project and be subjected to the annual maintenance charge hereafter provided for. The term "Project" shall, at any particular time, refer to Cornerstone 2, and any other property which shall have been designated by Developer as a part of the Project as aforesaid.

(b) Membership in the Association: The members of the Association shall be the Developer so long as the Developer owns property in the Project, the owners of any land in Cornerstone 2, and the owners of any property other than in Cornerstone 2, which shall have become a part of the Project by designation as provided in the foregoing Section 13(a).

In the election of Directors of the Association and on all other matters submitted to a vote of the members of the Association, each member shall be entitled to cast one vote for each 1,000 square feet or major fraction thereof of land owned by such member in the Project. Cumulative voting by the members of the Association will not be authorized.

(c) Maintenance Fund: In order to provide a common fund to be applied for the purposes herein specified, the Developer does hereby subject all of the land in Cornerstone 2 (exclusive of any area within streets, boulevards, drives and other areas heretofore or hereafter dedicated for public purposes) to an annual maintenance fund charge, the provisions of which are set forth herein and shall be deemed to be included in all deeds of conveyance of any land in Cornerstone 2, hereafter executed the same as if said provisions were set out in full therein. Each such conveyance may contain the annual maintenance fund charge provisions by reference to this document, but whether or not such reference is made, such charge shall be valid and binding upon the respective grantees, initial or remote.



(1) Amount of Maintenance Charge: The amount of such annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified; said charge shall be assessed as a rate per square foot for each square foot of land owned in the project. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted at the end of each calendar year during the term of these Protective Covenants and any extension thereof, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective owners of land in the Project annually on January 2, in advance. If land in the Project becomes subject to the annual maintenance fund charge on a date other than a January 1, the owner of such land shall pay that fractional part of the annual maintenance fund charge determined by multiplying the annual fund charge by a fraction, the numerator of which is the number of months between the first day of the month following the due date and the next succeeding first day of January and first day of the month following the due date and the next succeeding first day of January and the denominator of which is twelve (12).

All past due maintenance fund charges shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the

property subject to such charge. Such charge and lien are hereby assigned by the Developer to the Association (without recourse on the Developer in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved.

Further such lien is expressly made subordinate and inferior to the lien or liens of any lender who lends money for the purchase of any property covered hereby and/or for construction of improvements to be located thereon (including any and all permanent long term financing therefor).

(2) Purpose of the Maintenance Fund: The maintenance fund charge shall be uniformly imposed upon all lands constituting at the time a part of the Project, and said maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

Planting and landscaping, mowing, upkeep of planted areas, illumination, street signs and other project identification, maintenance, repair and lighting of boulevards, streets, roads, medians, and parks in or adjacent to the Project (to the extent not performed to the satisfaction of the Association by the appropriate governmental agency) and such other items of expense as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these Protective Covenants and for the general benefit of all owners of land within the Project.

Nothing herein shall impose the obligation of maintenance of the greenbelt areas upon the

Association provided that if such maintenance is not performed by the owner thereof to the satisfaction of the Association, it may perform such maintenance and the owner shall reimburse the Association for such cost. Any such costs which are unpaid may be assessed as a lien on the property in accordance with the provisions hereof.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by owners of property in the Project; provided, however, that the Association will not without the approval of the members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than \$25,000.00 in excess of the monies then on hand.

(3) Annual Financial Statements; Books and Records: The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each member financial statements which shall include a balance sheet as at the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All members shall have the right during regular business hours and at the office of the Association, to inspect the books and records of the Association.

(4) Finality of Determination by Association: It is understood that the judgement of the Association, its successors and assigns, in the allocation and expenditure of the said maintenance fund shall be final so long as such judgement is

exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

(d) Substitution of the Association for the Developer: Wherever in these Protective Covenants the approval of the Developer is required as a condition in respect of certain functions or where other consents, waivers or other actions on the part of the Developer are required to be or may be given by Developer, the Association shall succeed to all the rights, obligations and functions of Developer hereunder at such time as the ownership by the Developer, its successors and assigns of property in the Project shall have terminated.

13. Initial Construction Period: If, after the expiration of one year from the date of a sale from Developer of any tract covered hereby, actual construction upon such tract of a building approved by Developer shall not have been commenced in good faith, Developer shall have the option of refunding the original purchase price paid to the Developer and entering into possession of said tract. All conveyances by Developer shall be made and accepted on condition that the purchaser, grantee, or owner shall reconvey such property upon the exercise by Developer of the aforesaid option under the conditions herein set forth. Developer may, at its election, extend in writing the time in which such construction may be commenced.

14. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of twenty-five (25) years from the date hereof, at which time all of such provisions shall but automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period the provisions hereof are amended or terminated, in whole or in part, as hereinafter

provided. By approval of a majority of the votes entitled to be cast by the members of the Association referred to in Section 13 hereof, these Protective Covenants may at any time be altered, amended or extended, but no party shall be charged with notice or inquiry in connection with any such amendment, modification or termination unless and until the instrument embodying the same be actually filed for record in the office of the County Clerk of Harris County, Texas.

15. Enforcement: Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain or prevent such violation or proposed violation, by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any property in Cornerstone 2, and/or by the Developer and/or by the Association referred to in Section 12.

16. Validity: The invalidity or unenforceability of any one or more of these Protective Covenants or any part or parts of any Protective Covenant in any instance or as applied to any particular situation shall in no way affect or invalidate the other Protective Covenants or other parts of such covenant or the application thereof to other circumstances, but, to the contrary, all Protective Covenants herein contained shall remain in force and effect during the term herein specified to the full extent and to all circumstances legally enforceable.

EXECUTED THIS 22<sup>nd</sup> day of September, 1982.

ATTEST:

CORNERSTONE VILLAGE NORTH SECTION 2  
A Joint Venture  
By: McCrory-Hallbeck Development  
Company, Inc., Managing Venturer

Vernon E. Hawker

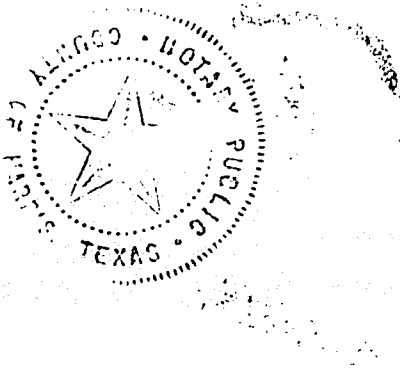
By: [Signature]  
S. E. McCrory, Sr., President

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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared S. E. McCrory, Jr., President of Cornerstone Village North Section 2 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said Cornerstone Village North Section 2, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of September, 1982.



*Mary Ann Belnoske*

Notary Public in and for  
Harris County, Texas

MARY ANN BELNOSKE  
Notary Public in and for Harris County, Texas  
My Commission Expires 1-30-84

STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

SEP 23 1982



*Quita Lockwood*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED

1982 SEP 23 PM 3:00

*Quita Lockwood*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS