

DECLARATION OF  
RESERVATIONS, RESTRICTIONS, COVENANTS AND LIENS  
OF  
OAKS AT NEWPORT SECTION ONE

STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

At a meeting of the Board of Directors of Purcell Co., Inc., a Delaware corporation (hereinafter called the "Corporation"), held in the office of the Corporation in Bay St. Louis, Mississippi, on the 23rd day of May, 1983, all the Directors of the Corporation being present, the following resolution was adopted by unanimous vote:

BE IT RESOLVED:

That the Corporation being the owner of that certain tract of land containing 3.6884 acres which the Corporation has platted into a subdivision known as OAKS AT NEWPORT SECTION ONE, a map or plat (hereinafter called the "Map") of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 312, at Page 64 of the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt, promulgate and impress the following reservations, conditions, covenants, restrictions and liens, upon and which hereafter (while they remain in effect, as herein provided) shall be applicable to the lands in said subdivision, except for "Unrestricted Reserves" which are expressly excluded from this Declaration. The Map has been duly

authenticated with proper certificate showing dedication of the streets, drives, and easements to the use of the present and future residents and to the public, subject to the reservations, restrictions, covenants and liens herein contained, to the same extent as though copied at length in said dedication certificate and the Map is subject only to minor changes as, in the judgment of the Corporation, are necessary for the efficient installment of improvements.

I.

RESERVATIONS

The Map dedicates for public use as such the streets, alleys, parks and easements shown thereon and there was reserved and is hereby expressly reserved in the Corporation the following rights, title and easements, which reservations shall be referred to and made a part of and construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of the Corporation conveying OAKS AT NEWPORT SECTION ONE, or any part thereof, to-wit:

(1) The legal and fee simple title in and to each and all of the several streets and drives as shown on the Map is hereby reserved in the Corporation subject to the limited dedications herein expressed.

(2) The Corporation reserves the exclusive right to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and to cause to be erected and maintained therein and thereon wires and poles for

the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along, and under any and all of said streets, and drives and along easements provided therefor, all pipes, conduits and appurtenances necessary and proper for the construction and maintenance of systems for drainage, for sewage disposal, and for the supply of water (retaining also the right to grant or to deny to area beyond OAKS AT NEWPORT SECTION ONE, connection privileges to said drainage, sewage disposal, or water system) gas, light and power, telegraph and telephone service to said OAKS AT NEWPORT SECTION ONE, and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) The Corporation reserves the necessary easements and rights-of-way for the purpose of constructing and maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility the Corporation sees fit to install across said lands situated in OAKS AT NEWPORT SECTION ONE as shown on the Map to which and its record reference is here made for all purposes.

(4) The Corporation reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

(5) The above reservations will not prevent entry by any municipal authority or utility company or their successors or assigns upon said easement and rights-of-way for the purpose of

constructing, maintaining and repairing a system or systems of light, electric power, telephone and telegraph line or lines, gas, sewers or any other utility the Corporation sees fit to have installed across the lands situated in OAKS AT NEWPORT SECTION ONE and such right upon the part of any such municipal authority or utility company is hereby expressly recognized.

(6) Neither the Corporation nor any municipal authority nor any utility company using the easements and rights-of-way 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, driveways, walks, or any other property of the owner situated on the land burdened by said easements.

(7) That the title conveyed by the Corporation to any lots, tract or parcel of land in OAKS AT NEWPORT SECTION ONE by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by the Corporation, its agents or assigns, through, along, or upon said premises or any part thereof to serve said property or any other portions of OAKS AT NEWPORT SECTION ONE, or any part of "NEWPORT," as said term is herein-after defined, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Corporation.

## II.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale, use and enjoyment of OAKS AT NEWPORT SECTION ONE, the Corporation being the sole owner of all property located in OAKS AT NEWPORT SECTION ONE, desires to restrict the use and the development of all the lots of land located in OAKS AT NEWPORT SECTION ONE and described or designated on the Map as a lot number in a numbered block of such lots, for the purposes of enhancing and protecting the value, desirability, and attractiveness of the land, which restrictions shall run with said lots of land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the Corporation being the sole owner of the property known as OAKS AT NEWPORT SECTION ONE, a subdivision in Harris County, Texas, according to the Map hereinabove described, does hereby impose the following restrictions, covenants, and liens upon OAKS AT NEWPORT SECTION ONE, which shall inure to the benefit of the Corporation, its successors and assigns and to each and every purchaser of lands in OAKS AT NEWPORT SECTION ONE, and their heirs, successors and assigns and to the Architectural Committee, which is hereinafter designated, its successors and assigns, and to Newport Yacht and Country Club, Inc., its successors and assigns, and any one of said

beneficiaries shall have the right to enforce such restrictions, covenants and liens using whatever legal method is deemed advisable, including without limitation, injunctive relief; and if any one of such restrictions, covenants and liens shall be affected or impaired thereby, but shall remain in full force and effect. As used herein the term "NEWPORT" shall refer to and mean, OAKS AT NEWPORT SECTION ONE, and any and all other lots, tract, or parcels of land now owned or hereafter acquired by the Corporation in any of the following surveys in Harris County, Texas, as well as those adjacent or contiguous thereto, to-wit:

William Wilson Survey	Abstract No. 838
Humphrey Jackson Survey	Abstract No. 37
William Whitlock Survey	Abstract No. 85
Absolom Reeves Survey	Abstract No. 60
W. R. Baker Survey	Abstract No. 144
J. Callyhan Survey	Abstract No. 199
Lewis A. Levy Survey	Abstract No. 517
Reuben White Survey	Abstract No. 84
John Dunham Survey	Abstract No. 231
Victor Blanco Survey	Abstract No. 2

#### SECTION 1 - TERM

(A) These restrictions, covenants and liens shall be effective until February 1, 2033, at which time, unless terminated in the manner set forth in (B) below, these restrictions, covenants and liens shall be automatically extended for successive periods of ten years each until terminated in the manner set forth in (B) below, with the first such ten year period commencing February 1, 2033, and ending on February 1, 2043.

(B) Any one or more of the restrictions, covenants and liens herein contained may be annulled, amended or modified at

any time by, but shall be deemed to have been annulled, amended or modified only upon, the recordation of an instrument in writing setting forth such annulment, amendment or modification and executed by the then record owner or owners (as shown by the official Public Records of Real Property of Harris County, Texas, at the time of the filing of said instrument) of seventy-five percent (75%) of the real property comprising OAKS AT NEWPORT SECTION ONE (computed upon a square footage basis).

SECTION 2 - LAND USE

(A) All lots, tracts and parcels of OAKS AT NEWPORT SECTION ONE, shall be used only as set forth and classified herein or on the Map and such designated usage can be changed only by and with approval of the Architectural Committee, for which is hereinafter provided.

(B) All lots, tracts and parcels of OAKS AT NEWPORT SECTION ONE, unless specifically designated for a different use on the Map (such as by the term "Unrestricted Reserve") or hereinafter, shall be used for residential purposes only, as a private residence, and the Owner's use of such lot shall not endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The term "residential," as used herein, shall include single dwelling units and multiple dwelling units but shall be held and construed to exclude hospitals, clinics, mobile homes, hotels, motels, boarding houses, commercial and professional uses, including personal service shops, whether in the residences or otherwise, and all such excluded uses are expressly prohibited,

except for those lots, tracts and parcels, if any, whose use is specifically indicated for purposes other than residential purposes as set forth hereinafter or on the Map; provided, however, nothing contained herein shall be construed to prevent the Corporation from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the property situated in OAKS AT NEWPORT SECTION ONE, while the same or any part thereof is owned by the Corporation, or its successors to whom such permission is granted.

### SECTION 3 - LAND IMPROVEMENTS

(A) The terms "house" or "residence" as used herein with regard to building setback lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

(B) All numbered lots in OAKS AT NEWPORT SECTION ONE shall be improved, occupied and used according to the provisions of the following land improvement classifications:

(1) The following lots, parcels and tracts of OAKS AT NEWPORT SECTION ONE are hereby designated with Classification RS-1-1000 and all improvements erected or constructed thereon shall conform strictly to the restrictions of that classification, as well as the other restrictions hereinafter set forth as applying to all lots, tracts or parcels contained in OAKS AT NEWPORT SECTION ONE, to-wit:

LOT NUMBERS  
(both numbers inclusive)  
Lots One (1) through Two (2)

BLOCK NUMBER  
Block One (1)



Any one-story residence constructed on any lot designated with this classification shall contain not less than one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.

(2) The following lots, parcels and tracts of OAKS AT NEWPORT SECTION ONE are hereby designated with Classification RS-1-1200 and all improvements erected or constructed thereon shall conform strictly to the restrictions of that classification, as well as the other restrictions hereinafter set forth as applying to all lots, tracts or parcels contained in OAKS AT NEWPORT SECTION ONE, to-wit:

<u>LOT NUMBERS</u> (both numbers inclusive) Lots One (1) through Six (6)	<u>BLOCK NUMBER</u> Block Two (2)
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Any one-story residence constructed on any lot designated with this classification shall contain not less than twelve hundred square feet (1,200 sq. ft.) of fully enclosed floor area devoted to living purposes.

(3) The following lots, parcels and tracts of OAKS AT NEWPORT SECTION ONE are hereby designated with Classification RS-1-1400 and all improvements erected or constructed thereon shall conform strictly to the restrictions of that classification, as well as the other restrictions hereinafter set forth as applying to all lots, tracts or parcels contained in OAKS AT NEWPORT SECTION ONE, to-wit:

<u>LOT NUMBERS</u> (both numbers inclusive) Lots Seven (7) through Fourteen (14)	<u>BLOCK NUMBER</u> Block Two (2)
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Any one-story residence constructed on any lot designated with this classification shall contain not less than fourteen hundred square feet (1,400 sq. ft.) of fully enclosed floor area devoted to living purposes.

(4) Only one residence shall be constructed upon each lot designated with these classifications; however, this shall not prohibit the construction of a residence on a portion of two or more lots, tracts, or parcels as shown on the Map provided such tract constitutes a homesite under Paragraph (5) below.

(5) Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

(6) The first floor minimum square footage of a two story residence shall be at the sole discretion of the Architectural Committee. Floor area as used in this paragraph shall be exclusive of roofed or unroofed porches, terraces, garages, galleries, porte cocheres, detached servant or guest quarters and any other permitted outbuildings, and shall further be computed from the faces of the exterior walls enclosing such floor area.

(7) There shall be constructed upon each lot in OAKS AT NEWPORT SECTION ONE designated with these classifications a carport or garage having a minimum of two (2) automobile parking stalls of at least ten (10) feet in width and twenty-two (22) feet in length each. Said required parking garage or carport

shall be constructed entirely within the building setback lines hereinafter prescribed and shall be attached to and a part of the structure of the residence constructed on the lot(s). Driveways between the street and said garage or carport shall be of reinforced concrete and shall conform to Harris County Engineering Department specifications.

(8) The Architectural Committee hereinafter designated shall have the authority to make additional regulations and requirements as to the architectural style, exterior appearance, height, and size of all buildings and structures within this classification, including without limitation, fences, walls, eaves, trellises, copings and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.

#### SECTION 4 - APPROVAL TO BUILD

(A) No lot clearing, construction or erection of improvements of any kind upon any land, including, without limitation, each lot contained in OAKS AT NEWPORT SECTION ONE shall ever be commenced until the written approval of the Architectural Committee has been received. Pursuant thereto, the Architectural Committee shall not take action unless and until three (3) sets of plans and specifications required herein have been submitted to the Architectural Committee and the site has been prepared as specified in Subsection (B) below. Further, no building or other improvement shall ever be erected or constructed upon any land .

contained in OAKS AT NEWPORT SECTION ONE without first securing the appropriate regulatory agency building permits.

(B) The building site must be prepared as follows prior to applying for permits to start clearing and construction:

(1) All property corners must be pinned and flagged and boundaries marked with string.

(2) The location of all outer limits of all buildings, walks, driveways, and outbuildings must be staked and marked with string.

(3) All trees scheduled for removal must be marked with white engineer's tape.

(C) As hereinafter provided, all permits and/or approvals for the construction of improvements upon property designated with this classification shall be issued only after a thorough review of a complete and detailed set of construction plans of the proposed buildings and after a field inspection of the building site prepared as specified in Subsection (B) next above. Plans and specifications submitted to the Architectural Committee for approval shall include, without limitation, the following:

(1) Large-scale (1':30' or larger) Site Development Plan, showing the plan location of the residence, outbuildings, decks, patios, architectural street lights, drives, paths, landscapings, and all other proposed improvements to be located on the lot. Said Site Development Plan shall show the relationship between all structures and all boundaries. Metes and Bounds description of all boundaries shall be shown also. Said plan

shall show the location, size, and species of all existing trees and shall indicate those trees which are to be removed in clearing the lot.

(2) Complete and detailed construction plans and specifications, to include without limitation a foundation plan, floor plans, framing plans, construction details, all exterior elevations, materials to be used, and exterior colors to be used.

(D) Improvement plans which, in the opinion of the Architectural Committee, are not consistent with the aesthetic character of OAKS AT NEWPORT SECTION ONE shall be returned to the applicant for revision.

SECTION 5 - BUILDING SETBACK LINES; SEWAGE AND WATER

No building or other improvement erected upon any land contained in OAKS AT NEWPORT SECTION ONE shall ever be so erected or constructed over or across the front, side or rear building setback lines as set forth and described on the Map; provided, however, if the Map does not set forth and describe front, side and rear setback lines with respect to any lot contained in OAKS AT NEWPORT SECTION ONE herein restricted to residential purposes only then, as to such lot(s), the front setback line shall be ten (10) feet, the back setback line shall be ten (10) feet. The side setback lines shall be, when combined together, a minimum of ten (10) feet. This can be in any combination, i.e. 0 + 10, 2 + 8, 5 + 5, etc. Zero lot line units are permitted so long as there is a ten (10) foot set back on at

least one side. (See typical set-back lines on recorded plat.) Unless otherwise approved by the Architectural Committee, each main residence shall face the front of the lot. Notwithstanding the foregoing, no building or other improvements shall ever be erected or construction upon any lot contained in OAKS AT NEWPORT SECTION ONE prior to the time that a central sewage system and/or central water system is capable of serving such building or improvement. All buildings or other improvements constructed or erected upon any land situated in OAKS AT NEWPORT SECTION ONE subsequent to such time as a central sewage system and/or a central water system are capable of serving such building or improvements, must be connected to and the owners thereof must commence the use of such systems prior to the occupancy and use of such building or improvement.

SECTION 6 - UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM

(A) An underground electric distribution system will be installed in that part of OAKS AT NEWPORT SECTION ONE designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in OAKS AT NEWPORT SECTION ONE at the time of execution of the agreement between Houston Light & Power Company and Corporation providing therefor or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as duplexes, 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 duplex, the Owner/Developer, shall at his or its own costs, 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. Corporation has either by designation on the plat of OAKS AT NEWPORT SECTION ONE 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 reciprocal easements providing for access to the area occupied by 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 dwelling unit 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, 120/240 volt, three wire, 60 cycle, alternating current.

(B) The electric company has installed underground electric distribution system in the Underground Residential Subdivision at no cost to Corporation (except for certain conduits, where applicable, and except as hereinafter provided) upon Corporation's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including single family homes and duplexes, all of which are designed to be permanently located where originally constructed which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

SECTION 7 - TEMPORARY STRUCTURES AND PERMANENT OUTBUILDINGS

(A) No structure of a temporary character, basement, tent, shack, trailer, camper, mobile home (even if affixed to realty), garage or any other outbuilding shall ever be used on any land contained in OAKS AT NEWPORT SECTION ONE, at any time as a permanent or temporary residence, dwelling, building or other structure, except under a temporary written permit which may be granted, for a specific time period, in the discretion of the Architectural Committee. Further, no such structure of a temporary character, basement, tent, shack, trailer, camper, mobile



home (even if affixed to realty), garage or other outbuilding shall ever be placed on or erected upon any land contained in OAKS AT NEWPORT SECTION ONE, provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures to be so erected for the sole purpose of storing materials during the construction of permanent buildings and other improvements upon any of the lands in OAKS AT NEWPORT SECTION ONE and such temporary facilities may be constructed as are necessary while selling residences.

(B) Permanent outbuildings, such as cottages, maid and/or guest quarters, storage buildings, greenhouses, poolhouses, and gazebos may be built on the property, provided the architecture of such outbuildings matches the architecture of the residence, that the same permits and approvals as required for the residence are obtained, and that the outbuildings are constructed entirely within the building setback lines.

#### SECTION 8 - CONSTRUCTION PERIODS

All construction, altering or remodeling of any building or other improvement upon any land situated in OAKS AT NEWPORT SECTION ONE shall be pursued diligently from the commencement thereof until the completion thereof. Equipment for the storage or disposal of construction materials used in the construction of improvements erected upon any lot may be placed upon such lot within the setback lines at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the

completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot. During the entire construction period, the home builder shall continuously maintain the frontage along OAKS AT NEWPORT SECTION ONE including the pavement, curb, gutter and the grassed area between the curb and the front setback line, to a high standard of appearance.

SECTION 9 - LOT GRADING AND FILLING

All grading of lands in OAKS AT NEWPORT SECTION ONE shall be approved in advance by the Architectural Committee and no lands in OAKS AT NEWPORT SECTION ONE may be filled to a point higher than the highest natural point of elevation upon such land.

SECTION 10 - NUISANCES: APPEARANCE OF LOTS: AND REMOVAL OF TREES

(A) No noxious, unhealthful, unsanitary or other offensive activities, whether for profit or not, shall ever be carried on or permitted to exist upon any lot in OAKS AT NEWPORT SECTION ONE, nor shall anything be done or permitted to be done upon any lot which may be or become an annoyance or nuisance to the other owners of any other lands situated in OAKS AT NEWPORT SECTION ONE. No trash, ashes, rubbish, garbage or any other refuse shall ever be thrown, dumped, maintained or otherwise allowed to exist upon any lot situated in OAKS AT NEWPORT SECTION ONE, except for such reasonable period of time, not to exceed seven (7) days, pending proper removal or disposal thereof and all such wastes

prior to proper removal or proper disposal thereof shall be kept in proper containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept and maintained in a clean, sanitary condition, and all incinerators and other apparatus used for the disposal of such waste shall be approved by the Architectural Committee before installation and initial use.

(B) All lots situated on OAKS AT NEWPORT SECTION ONE shall at all times be kept and maintained in a clean, healthful, sightly and wholesome condition. This restriction is modified in regard to normal sales activities conducted in order to sell homes in the subdivision and the lighting effects utilized to display model homes.

(C) All service yards, woodpiles and storage piles shall be walled in or kept screened in such a manner as to conceal them from adjacent lots and roadways.

(D) No tree shall ever be removed from any lot in OAKS AT NEWPORT SECTION ONE without obtaining the prior consent of the Architectural Committee.

#### SECTION 11 - BOAT AND TRAILER STORAGE

No truck, trailer, boat, boat trailer, travel trailer, camp trailer, house trailer, mobile home (even if affixed to realty) or other similar property shall ever be stored on any lot or parked on any street or driveway contained in OAKS AT NEWPORT SECTION ONE for a period longer than forty-eight (48) hours without the prior written approval of the Architectural Committee, or unless stored in a garage.

SECTION 12 - RADIO AND TELEVISION 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 of the lots, houses, or buildings constructed in this subdivision. There shall be no outside CB or shortwave radio or similar antennas constructed upon any lot, tract or parcel of land in OAKS AT NEWPORT SECTION ONE. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

SECTION 13 - DRYING OF CLOTHES OUTDOORS

No drying of clothes outdoors shall ever be permitted in OAKS AT NEWPORT SECTION ONE.

SECTION 14 - PETS AND OTHER ANIMALS

(A) No livestock of any kind shall ever be staked or pastured, and no cattle, hogs, rabbits, poultry or other livestock shall ever be kept or maintained upon any lot in OAKS AT NEWPORT SECTION ONE, except for dogs, cats and other bona fide household pets which have been properly registered in compliance with local laws and ordinances and which do not make objectional noise or constitute a nuisance, health or safety hazard or inconvenience to any owner of other adjacent lots in OAKS AT NEWPORT SECTION ONE. Notwithstanding the foregoing, no raising, breeding, training or dealing in dogs, cats or other animals

shall ever be permitted on or from any lot situated in OAKS AT NEWPORT SECTION ONE without the express prior approval of the Architectural Committee.

(B) Dog owners shall not permit their dogs to run free except inside a fenced area constructed on the lot under the provisions of Section 17. The owner of any dog found not so restrained shall be considered to be in violation of these restrictions. Any dog not so restrained is subject to capture and detention by local animal control authorities.

(C) Horseback riding shall be limited to equestrian trails which shall have been approved by the Corporation and all horses shall be stabled only in those areas designated for such use by the Corporation.

#### SECTION 15 - SIGNS

No signs, billboards, posters or advertising devices of any character shall ever be erected upon or allowed to exist upon any lot in OAKS AT NEWPORT SECTION ONE without the express prior written consent of the Architectural Committee; provided, however, this covenant shall not apply to the Corporation, or a successor in title to the Corporation engaged in the construction and sale of residences in OAKS AT NEWPORT SECTION ONE. The Corporation, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, 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 16 - OIL, GAS AND OTHER MINERAL DRILLING OR EXPLORATION

No oil, gas or other mineral exploration or development operations, including without limitation, seismographic exploration, drilling, refining, mining, quarrying, tunneling, excavating, tank or pipeline construction and erection or any other similar activity or activities connected with mineral exploration or development shall ever be conducted or carried on upon any land in OAKS AT NEWPORT SECTION ONE; provided, however, nothing in the foregoing shall ever restrict the Corporation, its successors or assigns to carry on such activities in, on or under any lot, tract or parcel situated in OAKS AT NEWPORT SECTION ONE.

SECTION 17 - FENCES AND BOUNDARY PLANTINGS

All fences and boundary plantings in OAKS AT NEWPORT SECTION ONE must be approved by the Architectural Committee prior to installation.

SECTION 18 - LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Trash, garbage or other waste materials shall not be kept on the lot except in proper containers constructed of metal, plastic or masonry materials with proper covers or lids.

## III.

ARCHITECTURAL COMMITTEESECTION 1 - ORGANIZATION

The Architectural Committee shall be composed of the following six (6) people, to-wit:

Artis E. James, Jr.	Thomas F. Montgomery
David C. McGowan, Jr.	John Al Price
Holcomb Hector	Michael Moore

Any vacancy which shall occur shall be filled by the remaining member or members of the Architectural Committee as then constituted, or if no members remain, by the Corporation. The Architectural Committee may appoint advisory members or committees from time to time to advise it on matters pertaining to OAKS AT NEWPORT SECTION ONE.

SECTION 2 - DUTIES OF ARCHITECTURAL COMMITTEE

(A) The Architectural Committee shall perform and discharge or shall cause to be performed and discharged all those matters which are set forth in this instrument to be performed by the Architectural Committee.

(B) No building or other improvement - such as fences, patios, swimming pools or outbuildings - shall be erected, placed or altered on any land in OAKS AT NEWPORT SECTION ONE until all plans and specifications have been presented to the Architectural Committee and approved by the Architectural Committee within forty (40) days from the receipt thereof. Should no action have been taken by the Architectural Committee within such forty (40) days, then and in such event all such plans and specifications

presented to the Architectural Committee shall be deemed to have been approved, unless the Architectural Committee shall give written notice prior to the expiration of such forty (40) days to the party presenting such plans and specifications that more than forty (40) days are required to review such plans and specifications, whereupon approval or disapproval of such plans and specifications shall be evidenced solely by written notice communicating approval or disapproval of such plans and specifications by the Architectural Committee. Two sets of said plans and specifications showing the approval or disapproval of the Architectural Committee thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Architectural Committee.

(C) The Architectural Committee shall have the right to disapprove any plans and specifications submitted to it in the event such plans and specifications are not in accordance with all of the provisions of this Declaration, if the design or appearance of the proposed building or other structure are not in harmony with the general surroundings of the lands in OAKS AT NEWPORT SECTION ONE or with the adjacent building or structures, if the plans and specifications are incomplete, or in the event the Architectural Committee deems the plans, specifications or details of the building or structure depicted thereon to be contrary to the interest, welfare or rights of all or any part of the owners of the lands adjacent thereto, all in the sole discretion of the Architectural Committee whose decision shall be final.



(D) Notwithstanding any of the foregoing, neither the Corporation, the Architectural Committee, nor any architect or agent thereof or of the Corporation shall ever be in any way responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing nor for any structural or other defects in any work done according to such plans and specifications.

(E) The Architectural Committee shall have power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to the property or improvements situated in OAKS AT NEWPORT SECTION ONE. In any event, no variance shall be considered to be valid unless it has been granted in writing by the Architectural Committee.

(F) The Architectural Committee may also determine and allow in the respective classifications of lots, tracts and parcels of OAKS AT NEWPORT SECTION ONE additional uses which are of the same character and will not materially be detrimental to the owners of the other lots, tracts or parcels adjacent thereto.

(G) In the event there shall be governmental regulations which conflict with or prevent work of construction or improvements in the manner as required by this instrument, such circumstance

shall be deemed and constitute a practical difficulty justifying the allowance of variances and adjustment of these restrictions in order to prevent unnecessary hardships; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to the property or improvements situated in OAKS AT NEWPORT SECTION ONE.

IV.

CHARGES, ASSESSMENTS AND LIENS

SECTION 1 - GENERAL "NEWPORT" CHARGES AND ASSESSMENTS

(A) (1) All lots, tracts and parcels situated in OAKS AT NEWPORT SECTION ONE are hereby subject to a monthly maintenance charge for the purpose of maintaining the streets, roads and common facilities and areas of "NEWPORT."

(2) All lots, tracts and parcels situated in OAKS AT NEWPORT SECTION ONE are hereby subject to a monthly maintenance charge for the purpose of maintaining the landscaping and maintenance and operation of street lights in OAKS AT NEWPORT SECTION ONE.

(B) Each purchaser of a lot in OAKS AT NEWPORT SECTION ONE shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from the Corporation or a subsequent owner of such lot or lots, binds himself, his heirs, personal representatives and assigns to pay all charges and assessments as shall be determined and levied upon such lot and/or purchaser by Newport Yacht and Country Club, Inc., its successors and assigns, and/or Newport Property

Owners Association, Inc., (hereinafter sometimes referred to as the "Organizations"), including interest on such charges and assessments and collection costs thereof, if any, including attorney's fees. The obligation to pay such charges, assessments, interest and costs constitutes a continuing charge upon and an obligation running with the land, and also the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall be secured by the lien referred to in subsection (C) of Section 2 below.

(C) Notwithstanding anything in the foregoing, no monthly maintenance charge shall ever be due or owing by the Corporation, its successors or assigns, by virtue of being the owner of any lot, tract or parcel situated in OAKS AT NEWPORT SECTION ONE.

#### SECTION 2 - LIENS

(A) All liens provided for under Section 1, subsection (B) next above shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

(B) Liens of mortgages with first priority placed upon any of the property in OAKS AT NEWPORT SECTION ONE for the purpose of securing payment of purchase money for such property or for the purpose of constructing a residence or other improvement thereon, provided such mortgages are in favor of a financial institution, - and recorded in accordance with the laws of the State of Texas,

shall be from the date of such recordation superior to any and all other liens provided for herein. The Corporation may, at its option, execute further instruments to subordinate any and all liens provided for in Section 1, subsection (B) next above to such mortgages.

(C) Subject to the exceptions set forth above, said monthly maintenance charges and assessments imposed under Section 1, subsection (B), next above, together with all collection expenses and attorney's fees incurred in connection therewith, shall be secured by an express lien which is hereby expressly created and imposed upon each and every lot in OAKS AT NEWPORT SECTION ONE and every conveyance of any or all of the lots situated in OAKS AT NEWPORT SECTION ONE hereafter shall be made subject to such express lien. Such monthly maintenance charges and other sums shall be paid by each and every lot owner at the time, in the manner and at such place as Newport Yacht and Country Club, Inc., its successors or assigns, shall from time to time designate and said express liens are hereby transferred and assigned without recourse or warranty, express or implied, to Newport Yacht and Country Club, Inc.

(D) The Corporation may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Texas, subordinate or waive any and all liens imposed in Section 1, Subsection (B) next above.

SECTION 3 - ADMINISTRATION OF FUNDS FROM GENERAL  
CHARGES AND ASSESSMENTS

(A) Said Newport Yacht and Country Club, Inc., or the Corporation, or their successors and assigns, shall have the power and authority to enforce collection of, collect, hold, administer and expend any and all monies, paid or to be paid, pursuant hereto and to carry out the purposes hereof.

(B) Funds from similar maintenance charges collected from other sections of "NEWPORT," including previously-developed and future sections, may be pooled, merged and combined into and with the monthly maintenance charges set forth herein and all such monies may be pooled, merged and combined with the general funds of the Corporation.

(C) The monthly maintenance charge and liens securing the same for which are herein provided shall remain in effect and shall be collectible until the restrictions, covenants and liens set forth herein shall be expired according to the provisions hereinabove set forth.

V.

REMEDIES FOR VIOLATIONS

SECTION 1 - GENERAL

All restrictions, covenants and liens herein contained shall be applicable to and binding upon all of the lots in OAKS AT NEWPORT SECTION ONE and the owners thereof, irrespective of the source of title of such owners. All breaches thereof, if continued for a period of in excess of thirty (30) days from and

after the date the Corporation or any other property owner or owners shall have notified in writing the owner or resident in possession of the land upon which or as to which such breach has been committed to refrain from the continuance of such action and to correct such breach, shall warrant the Corporation or other land owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief. If such relief be granted by said court, all reasonable expenses in prosecuting such suit, including attorney's fees, shall be reimbursed by said land parcel owner against whom such suit was so prosecuted.

#### SECTION 2 - APPLICABILITY

Notwithstanding anything in the foregoing, no violation of the restrictions and covenants set forth or foreclosure of the contractual liens created herein shall in any way defeat or render invalid the lien of any deed of trust or mortgage made in good faith for value as to any lands or portion thereof situated in OAKS AT NEWPORT SECTION ONE. Such restrictions, covenants, and vendor's liens shall be enforceable against and apply to all or any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure. All remedies herein set forth shall be available and enforceable for any violation of the restrictions, covenants or contractual liens herein contained, occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

## VI.

MISCELLANEOUSSECTION 1 - ACCEPTANCE OF DECLARATION

Each purchaser and grantee of the lands and each part thereof subject to the restrictions, covenants, and liens set forth herein, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all the restrictions, covenants and liens herein contained, as well as the rights and powers of the Corporation. By such acceptance said purchaser shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the Corporation and to and with the owners and subsequent grantees of all the lands and each portion thereof situated in OAKS AT NEWPORT SECTION ONE, to keep, observe, comply with and perform said restrictions and covenants and be subject to the liens all as set forth herein.

SECTION 2 - NON-WAIVER

No delay or omission on the part of the Corporation or the owner or owners of any lands situated in OAKS AT NEWPORT SECTION ONE in exercising or enforcing any lien, right, power or remedy, herein provided for in the event of any breach of any of the restrictions and covenants herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Corporation for or on account of its failure or neglect to exercise any right, power

or remedy herein provided for in the event of such breach, or for imposing herein restrictions and covenants and liens which may be unenforceable.

### SECTION 3 - REMEDIES CUMULATIVE

The various rights and remedies of the Corporation and the owners of the lands in OAKS AT NEWPORT SECTION ONE as heretofore set forth are and shall be cumulative of and in addition to each other and those provided by law. All of them may be used, relied upon, resorted to and enforced without any way affecting the ability of the Corporation or said property owners to use, rely upon, resort to and enforce the other, or any of them.

### SECTION 4 - NUMBER AND GENDER

All words used here in the singular number shall extend to and include the plural; all words used in any gender shall extend to and include all genders; all unless the particular context in question shall specifically provide otherwise.

### SECTION 5 - CAPTIONS

The captions of the various paragraphs hereof are for convenience only and are not a part hereof and do not in any way limit or amplify the terms or provisions hereof.

AND WE, David C. McGowen, Jr. as Vice-President of PURCELL CO., INC., and Artis C. James, Jr. as President do hereby certify that the above and foregoing is a true and correct copy of the resolution of the Board of Directors of PURCELL CO., INC. passed and adopted at a meeting of said Board of Directors held at Bay St. Louis, Mississippi, on the 23rd day of May, 1983.



047-89-1780

WITNESS our hands on the 24th day of May, 1983.

PURCELL CO., INC. 102

By: [Signature]  
David C. McGowen, Jr. Vice-President

ATTEST:

By: [Signature]  
Artis C. James, Jr., President

FILED  
MAY 26 9 51 AM 1983  
Quinta Roddenberry  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me by David C. McGowen, Jr., Vice-President of PURCELL CO., INC. on behalf of said corporation, on the 24th day of May, 1983.

[Signature]  
Notary Public in and for  
the State of TEXAS

Linda A. Grabski  
My commission expires: 2-23-85

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

MAY 26 1983



[Signature]  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

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Return to:

PURCELL Co., Inc.  
5300 DIAMONDHEAD CIR.  
BAY SAINT LOUIS, MS 3952