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VOL 1212 PAGE 24 DECLARATION OF COVENANTS AND RESTRICTIONS

QUAIL GREEN WEST, SECTION THREE

THE STATE OF TEXAS S
COUNTY OF FORT BEND S

THIS DECLARATION is made on the date hereinafter set forth by NASH PHILLIPS/COPUS, INC., a Texas corporation, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant, as the successor and assignee of Readman-Glass, Inc., is the owner of that certain real property known as QUAIL GREEN WEST, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in slide no. ~~586B~~ ^{587A} of the Map Records of Fort Bend County, Texas; and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement and sale of the property, to insure the preservation of the uniform plan for the benefit of both present and future owners of the properties, and, to this end, to delegate to the existing Quail Green West Homeowner's Association the powers to administer and enforce the covenants, restrictions, easements, charges and liens set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereafter be conveyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold and conveyed and occupied subject to this declaration consists of the following:

All of QUAIL GREEN WEST, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in slide no. ~~586B~~ ^{587A} of the Map Records of Fort Bend County, Texas (or any subsequently recorded plat thereof), including Reserve "A" thereof;

Return to: MARY GRAHAM
c/o Putney, Moffatt & Easley
1303 SHERWOOD FOREST
HOUSTON, TX 77043

JUN 9 1983

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 2. "Community Properties" shall refer to any properties, real or personal, heretofore or hereafter conveyed to or otherwise acquired by the Homeowner's Association (hereinafter defined) for the common use and enjoyment of the Members of the Homeowner's Association.

SECTION 3. "Corner Lot" shall refer to a Lot which abuts on more than one Street.

SECTION 4. "Declarant" shall refer to NASH PHILLIPS/COPUS, INC., its successors and assigns.

SECTION 5. "Declaration" shall refer to this Declaration of Covenants and Restrictions.

SECTION 6. "Dwelling" shall refer to any residential structure located on a Lot, whether such structure is a Single Family Dwelling, Two Family Dwelling or Four Family Dwelling (all defined below).

SECTION 7. "FHA" shall refer to the Federal Housing Administration. "VA" shall refer to the Veterans Administration.

SECTION 8. "Four Family Dwelling" shall refer to a residential structure designed and constructed for use by four families with a common roof and four living units each separated from the others by a wall that has no openings.

SECTION 9. "Homeowner's Association" shall refer to the Quail Green West Homeowner's Association, Inc., a Texas non-profit corporation, which Declarant's predecessor heretofore caused to be incorporated, its successors and assigns.

SECTION 10. "Lot" shall refer to (i) any of the numbered Lots shown on the Subdivision Plat, or (ii) the building sites established by Declarant out of Reserve "A" of the Subdivision by conveying such sites to third parties by metes and bounds descriptions, each of which sites to contain a Dwelling thereon.

SECTION 11. "Maintenance Association" shall refer to the Quail Green West, Section Three Maintenance Association, a Texas non-profit corporation, which Declarant will cause to be organized, its successors and assigns.

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SECTION 12. "Member" shall refer to every person or entity which holds a membership in the Homeowner's Association and the Maintenance Association.

SECTION 13. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest or royalty interest burdening the title thereto.

SECTION 14. "Single Family Dwelling" shall refer to a residential structure designed and constructed for use by one family only.

SECTION 15. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue or any thoroughfare as shown on the Subdivision Plat.

SECTION 16. "Subdivision" shall refer to Quail Green West, Section Three, as set forth in the map or plat thereof recorded in Volume _____, Page _____, of the Map Records of Fort Bend County, Texas.

SECTION 17. "Subdivision Plat" shall refer to the recorded map or plat of the Subdivision.

SECTION 18. "Two Family Dwelling" shall refer to a residential structure designed and constructed for use by two families with a common roof and two living units each separated from the other by a wall that has no openings.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Ron Hammonds, Clyde Pederson and Kevin Ryan, all of Harris County, Texas, each of whom shall serve until his successor is appointed. The powers of the Committee, its successors and the designated representatives as provided for hereinbelow shall cease on the earlier of ten (10) years from the date of this instrument, or the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s) provided, however, this provision shall not

apply to a successor Committee appointed by the Association. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed. However, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee. Except as to liability by reason of gross negligence or intentional acts, no member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building or other improvements shall be constructed or reconstructed in the Subdivision, and no exterior alteration therein shall be made until the plans showing the exterior elevations have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography. In the event the Committee fails to approve or disapprove such plans within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given, however such approval shall not operate to waive any other covenants and restrictions set forth herein.

No construction of a building, structure, fence, wall or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. In the event the Committee fails to specifically approve or disapprove a contractor within thirty (30) days after his name is submitted to it, approval thereof shall be deemed to have been given.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the

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Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a disapproval of the requested variance.

ARTICLE III

QUAIL GREEN WEST HOMEOWNER'S ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant's predecessor heretofore caused the Homeowner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas, and the Homeowner's Association has agreed to annex the Subdivision into its jurisdiction. The principal purposes of the Homeowner's Association are the collection, expenditure and management of the maintenance charge funds provided for in this Article III, enforcement of the Declaration, providing for the maintenance, preservation and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Homeowner's Association) within the Subdivision, the general overall supervision of all of the affairs and wellbeing of the Subdivision and the promotion of the health, safety and welfare of the residents within the Subdivision. The Homeowner's Association, in addition to its jurisdiction over the Subdivision, has jurisdiction over Quail Green West, Sections One and Two.

SECTION 2. BOARD OF DIRECTORS. The Homeowner's Association acts through a Board of Directors, which manages the affairs of the Association as specified in its By-Laws.

SECTION 3. MEMBERSHIP. Every Owner of a Lot shall be a member of the Homeowner's Association. Lot ownership is the sole requirement for membership and no Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Homeowner's Association and shall automatically pass with the title to the Lot.

SECTION 4. VOTING. The Homeowner's Association shall have two classes of voting membership with respect to the Subdivision covered by this Declaration:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular Lot.
- (b) CLASS B. Class B members shall be the Declarant. Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 1993.

SECTION 5. ANNEXATION. By the execution of this Declaration, the Homeowner's Association hereby agrees to annex the Subdivision into its jurisdiction and to accept the duties and responsibilities provided for herein.

SECTION 6. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Homeowner's Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. Upon a transfer of a Lot, the assessments accrued to the date of transfer must be paid in full.

SECTION 7. PURPOSE OF ASSESSMENTS. The assessments levied by the Homeowner's Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without

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limiting the foregoing, the total assessments accumulated by the Homeowner's Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Homeowner's Association and, at the option of its Board of Directors, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the mowing of vacant Lots in the Subdivision and the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Homeowner's Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. The judgment of the Board of Directors of the Homeowner's Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 8. LEVEL OF ANNUAL AND SPECIAL ASSESSMENTS. The amount of the assessment or any special assessment for the Subdivision shall be established by the Board of Directors of the Homeowner's Association pursuant to the terms and conditions of the Declaration for Quail Green West, Section One, and in the manner set forth therein, provided that the annual assessment or any special assessment for any Lot within Quail Green West, Section Three upon which a completed Two Family Dwelling is located shall be two hundred percent (200%) of such assessment established by the Board for Lots in Quail Green West, Section One and the annual assessment or any special assessment for any Lot within Quail Green West, Section Three upon which a completed Four Family Dwelling is located shall be four

hundred percent (400%) of such assessment established by the Board for Lots in Quail Green West, Section One. The annual assessment or any special assessment for any Lot within Quail Green West, Section Three upon which a completed Single Family Dwelling is located shall be equal to such assessment established by the Board for Lots in Quail Green West, Section One. The assessments established by the Board of Directors of the Homeowner's Association, pursuant to this Article III shall be separate and apart from any assessment established pursuant to Article V hereof.

SECTION 9. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates in accordance with Section 7 above, provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as Dwellings shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Homeowner's Association for Lots containing a Single Family Dwelling thereon. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 10. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on the day following the date when the Declarant first conveys a Lot to a third party other than a builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Homeowner's Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Homeowner's Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance of the first day of January of each calendar year. The Homeowner's Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Homeowner's Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Homeowner's Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 11. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after

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the due date, the Homeowner's Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot, interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Homeowner's Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Homeowner's Association either judicially or non-judicially by power of sale, and such Owner expressly grants to the Homeowner's Association a power of sale in connection with the non-judicial foreclosure of the Vendor's Lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Lot.

SECTION 12. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Homeowner's Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Homeowner's Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 13. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be

exempt from the assessments and charges created in this Article III. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIESSECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Homeowner's Association:

- a. The Homeowner's Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate originally provided in the debt upon which the foreclosure was based but not to exceed the maximum interest rate provided by the laws of the State of Texas, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the Homeowner's Association and all rights hereunder of the Members shall be fully restored.
- b. The Homeowner's Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- c. The Homeowner's Association shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Homeowner's Association remains unpaid in excess of thirty (30) days. In the event any assessments have been or are being expended to provide services for the Members (for example, garbage collection services) the Homeowner's Association shall have the right to terminate or cause to be terminated such services for any member during the period said Member is in default in excess of thirty (30) days in the payment of any assessment against said Member's Lot.
- d. The Homeowner's Association shall have the right to establish reasonable rules and regulations. The Homeowner's Association shall have the right to delegate such rules and regulations. The Homeowner's Association shall have the right to delegate management of the Community Properties.
- e. Upon approval by two-thirds (2/3rds) of each class of Members, the Homeowner's Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members, provided however, this provision shall not be construed to limit the right of the Homeowner's Association to grant or dedicate public or private utility easements in portions of the Community Properties.

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- f. The Directors of the Homeowner's Association shall have the right, but not the obligation, to contract, on behalf of all Lots, for garbage and rubbish pickup and to charge the Owner of each Lot for his pro rata share to be determined by dividing the number of Lots being served into the total cost of providing garbage and rubbish pickup and such cost to be in addition to, should the Directors of the Homeowner's Association so elect, the assessments described herein.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Community Properties to the members of his family, to his tenants who reside in the subdivision and to such other persons as may be permitted by the Homeowner's Association.

ARTICLE V

QUAIL GREEN WEST, SECTION THREE MAINTENANCE ASSOCIATION

SECTION 1. ORGANIZATION. Declarant will cause the Maintenance Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Maintenance Association are the collection, expenditure, and management of the maintenance charge funds provided for in this Article V and providing for the maintenance and preservation of the landscaping, yards and grounds within the Subdivision as more fully set forth hereafter. The Maintenance Association is a separate entity and is not affiliated or connected with the Homeowner's Association in any manner, and the assessments herein provided in this Article V are separate and in addition to the assessments to be paid to the Homeowner's Association pursuant to Article III above.

SECTION 2. BOARD OF DIRECTORS. The Maintenance Association shall act through a Board of not less than three (3) Directors, which shall manage the affairs of the Maintenance Association as specified in its By-Laws. The Board may delegate the management of its day to day operation to a professional manager or management company and any fee charged in connection therewith shall be an authorized expense of the Maintenance Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot shall be a member of the Maintenance Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Maintenance Association and shall automatically pass with the title to the Lot.

SECTION 4. VOTING. The Maintenance Association shall have two classes of voting memberships:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot

owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one vote be cast with respect to that particular Lot.

(b) CLASS B. Class B members shall be the Declarant. Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 1993.

SECTION 5. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Maintenance Association monthly assessment.

Such monthly assessments are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments are made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

SECTION 6. PURPOSE OF ASSESSMENTS. The assessments levied by the Maintenance Association shall be used exclusively for the purpose of maintaining, improving and preserving the landscaping and grounds of the front yards of each Lot within the Subdivision that has a completed Dwelling located thereon, payment of administrative, accounting, legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges of the Maintenance Association, and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Maintenance Association to keep and maintain the front yards of the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for the replacement and improvement

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of the landscaping and grounds within the Subdivision. The judgment of the Board of Directors of the Association in establishing such assessments and charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. For purposes of this Article IV, "front yards" shall mean the area between each Dwelling and the streets within the Subdivision and outside of the fences enclosing the back yard of each Dwelling and shall include the portion of the side yards of each Dwelling that are outside of such fences. It is the intent of this Article V that the maintenance fund collected by the Maintenance Association shall be used to maintain all grounds and landscaping within the Subdivision except the grounds commonly referred to as a "back yard", which shall be the respective owners responsibility to maintain. In the event of any conflict or dispute concerning the designation of what area constitutes front yard or back yard, such conflict shall be resolved by the Board of Directors of the Maintenance Association, whose decision shall be final if exercised in good faith.

SECTION 7. BASIS AND MAXIMUM LEVEL OF MONTHLY ASSESSMENTS. Until January 1 of the year immediately following the date of commencement of the first monthly assessment, the maximum monthly assessment shall be \$60.00 for each Lot containing a completed Single Family Dwelling, \$120.00 for each Lot containing a completed Two Family Dwelling and \$240.00 for each Lot containing a completed Four Family Dwelling. From and after the first day of January of the year immediately following the date of commencement of the first monthly assessment, the maximum annual monthly assessment may be increased by the Board of Directors of the Maintenance Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D. C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior year's monthly assessment, whichever is greater, without a vote of the Members of the Maintenance Association. The maximum monthly assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by written approval of two-thirds (2/3rds) of each class of Members in the Maintenance Association. In lieu of notice and a meeting of Members as provided in the By-Laws of the Maintenance Association, a door to door canvass may be used to secure the required written approval of the Owners for such increase in the monthly

assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Fort Bend County, Texas. After consideration of current maintenance costs and future needs of the Maintenance Association, the Board of Directors may fix the monthly assessment at an amount not in excess of the maximum amount approved by the Members.

SECTION 8. DATE OF COMMENCEMENT AND DETERMINATION OF MONTHLY ASSESSMENT.

The monthly assessment provided for herein shall commence as to each Lot on the date that the Dwelling constructed on such Lot is completed as determined by the Board of Directors of the Maintenance Association. The first monthly assessment shall be adjusted according to the number of days remaining in the month of such completion. On or before the 30th day of November in each year, the Board of Directors of the Maintenance Association shall fix the amount of the monthly assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Maintenance Association has set the monthly assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each monthly assessment shall be due and payable in advance on the first day of each month. The Maintenance Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Maintenance Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Maintenance Association as to the status of assessments on a particular Lot is binding upon the Maintenance Association as of the date of its issuance.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within ten (10) days after the due date, the Maintenance Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Maintenance Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such

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liens, including foreclosure by an action brought in the name of the Maintenance Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Maintenance Association a power of sale and non-judicial foreclosure in connection with the Vendor's Lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by assuming the maintenance of his own grounds, or abandonment or vacancy of his Lot or the Dwelling constructed thereon.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Maintenance Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien hereof. In addition to the automatic subordination provided for hereinabove, the Maintenance Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 11. EXEMPT PROPERTY. No properties dedicated to, and accepted by, a local public authority or owned by a charitable or nonprofit organization or otherwise exempt from taxation shall be exempt from the assessments and charges created herein.

SECTION 12. EASEMENT FOR MAINTENANCE PURPOSES. Each Owner of a Lot within the Subdivision by his acceptance of a Deed therefore, hereby grants an easement in favor of the Maintenance Association, its employees, agents and designees for the purpose of entering upon such Lot for the purposes of maintaining, improving, replacing and preserving the landscaping and grounds thereof as provided hereinabove.

ARTICLE VI
USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential use only and such residential use shall be only in dwellings as permitted in Article VII hereinafter. No business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence.

SECTION 2. ANIMALS AND LIVESTOCK. Consistent with its use as a residence, dogs and cats may be kept on a Lot, provided that (a) they are not kept, bred or maintained for any business purposes, (b) that no more than two (2) such pets shall be kept in a Single Family Dwelling or by any person, persons or family residing in a residence that is part of a Two Family or Four Family Dwelling, and (c) that the perimeter boundary of the Lot upon which such pets are being kept is fenced with a fence adequate to retain such pets. No dog allowed by this Section shall be allowed outside the Lot upon which it is being kept unless restrained by an appropriate leash. The Board of Directors shall have the authority to authorize capture and removal of any dogs running loose in the Subdivision without a leash. No livestock or poultry shall be kept, raised or bred on any Lot.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance to residents of the Subdivision.

SECTION 4. STORAGE, PARKING AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus or unused or inoperable automobiles shall be parked or kept in the Street in front of, or side of any Lot or on any Lot. Operable automobiles must be parked in the garage or on the concrete portion of the driveway and shall not be parked in the grass portion of the yard of any Lot. No vehicle may be parked within any part of any street in the Subdivision for more than twenty-four (24) hours at a time and vehicles shall not be moved from place to place in the Subdivision to avoid the intent of this prohibition. No Owner of any Lot in the Subdivision or any visitor, tenant or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways or Streets in excess of twenty-four (24) hours.

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SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY.

Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Homeowner's Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH.

No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS.

No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

SECTION 8. MINERAL PRODUCTION.

No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of any Lot for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. The types of residences permitted to be constructed on each Lot shall be either (a) one detached Single Family Dwelling not more than two stories in height or (b) one Two Family Dwelling not more than two stories in height, provided that Four Family Dwellings not more than two stories in height may be constructed on the building sites established by Declarant out of Reserve "A" only. No other type of residential construction will be permitted to be constructed on the Lots. Carports are prohibited on any Lot. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Upon any failure to do so the Homeowner's Association shall have the remedies available in Section 21 of this Article VII.

SECTION 2. LIVING AREA REQUIREMENTS. The area of any Single Family, Two Family or Four Family Dwelling, exclusive of open porches and garages, shall contain no less than 1,100 square feet if one story and shall contain not less than 1,200 square feet if two story.

SECTION 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in Dwelling locations. A Dwelling or appurtenance thereto may be located not less than three (3) feet from an interior lot line provided that the construction of a Dwelling on the adjacent Lot is complete and such Dwelling shall be no closer than seven (7) feet to the same interior lot line. Otherwise, no Dwelling shall be located nearer than five (5) feet to an interior lot line. It is the intent of this provision to maintain at least a ten (10) foot separation between

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Dwellings on contiguous Lots, while also allowing Dwellings to be built as close as three (3) feet to an interior lot line. No accessory building, having first been determined to be permitted by and acceptable to the Committee, shall be erected on any Lot nearer than sixty-five (65) feet to the front lot line, nor nearer than three (3) feet to either side lot line nor within any utility easement. For the purposes of this covenant, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. All exterior wood shall receive at least two coats of paint at the time of construction, unless such exterior wood is of redwood or cedar material.

SECTION 5. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage or garages to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Roofs of all residences shall be constructed so that the exposed material is of a material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

SECTION 8. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences within the Subdivision is prohibited.

SECTION 9. SIGNS. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Homeowner's Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 10. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed on any Lot between the Dwelling and an adjoining Street. There shall be no free standing antennae. Antennae located upon a Dwelling shall be located behind, and not higher than, the center ridge line of the roof of the Dwelling and shall not be located on that portion of the roof of a Dwelling fronting a street, and shall be placed so that same are not visible from any street.

SECTION 11. CURB RAMPS. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

SECTION 12. FHA SCREENING FENCES. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat, as required pursuant to this instrument, or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the Dwelling on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

SECTION 13. SIDEWALKS. Before the construction of any Dwelling is complete, the Builder shall construct in all adjacent street rights-of-way a concrete

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sidewalk four (4) feet in width, approximately parallel to the street curb and two to five (2 to 5) feet from the lot line. The sidewalk shall extend the full width of the Lot. On Corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner.

SECTION 14. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. No Dwelling shall be erected on any Lot or combination of Lots having a lot width at the front of the Lot less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat; and no Dwelling shall be erected on any Lot or combination of Lots having a lot area less than that permitted under the Missouri City Zoning Ordinance.

SECTION 15. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. In the event the U. S. Postal Service requires the installation of some type of centralized mail delivery service such as use of Neighborhood Box Units, then, in that event, the concrete slabs upon which such units are to be placed will be constructed by Declarant within the street right of way and the Maintenance Association shall be responsible to maintain the neat and attractive appearance of the area surrounding the said unit.

SECTION 16. DISPOSAL UNITS. Each kitchen in each Dwelling shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 17. AIR CONDITIONERS. No window or wall type air conditioners visible from any Street shall be permitted.

SECTION 18. EXTERIOR PAINT. The exterior surfaces of Dwellings shall not be painted unless the Architectural Control Committee gives its prior written approval of the color and brand of paint to be used. The purpose of this covenant is to maintain consistency of the exterior paint colors of the Dwellings throughout the Subdivision. Accordingly, the Committee shall not be obligated to approve of any color or brand of exterior paint that is different from the original paint applied to the exterior of the Dwellings.

SECTION 19. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

SECTION 20. ENFORCEMENT OF EXTERIOR MAINTENANCE. In the

event of violation of any covenant or restriction herein by any Owner or occupant of a Dwelling on any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs, painting and maintenance after such notice, the Homeowner's Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the Dwelling and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Homeowner's Association shall have the right, through its agents and employees, to enter any Dwelling or improvements located upon such Lot. The Homeowner's Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owners to the Homeowner's Association and payment thereof shall be secured by the lien herein retained. The Homeowner's Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE VIII

EASEMENTS

SECTION 1. EXISTING EASEMENTS. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and the Subdivision Plat further establishes dedications, limitations, reservations and restrictions applicable to the Lots. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed

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or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Lots.

SECTION 2. CHANGES AND ADDITIONS. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side lot line, which such easements shall have a maximum width of five (5) feet on each side of such side lot line.

SECTION 3. CABLE TV. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant 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 rights-of-way reserved and dedicated herein and in the plat referenced above and Declarant does hereby reserve unto the Homeowner's Association the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such Cable Television Companies pursuant to any such agreements between Declarant and such Cable Television Companies.

SECTION 4. TITLE TO EASEMENTS AND APPURTENANCES NOT CONVEYED. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Lots, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

SECTION 5. INSTALLATION AND MAINTENANCE. There is hereby

created an easement upon, across, over and under all of the Lots for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Lots within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Lots until approved by Declarant or the Homeowner's Association's Board of Directors. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

SECTION 6. EMERGENCY AND SERVICE VEHICLES. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Homeowner's Association, its officers, agents, employees and management personnel to enter the Lots to render any service.

SECTION 7. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's 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

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attachment and at the meter. In addition, the Owner of each Lot shall, at his 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 the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot 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.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary, provided that in no instance shall Declarant be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

The provisions of the two preceding paragraphs shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plat, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer or thereafter. Specifically, but not by

way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Builder 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 or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

ARTICLE IX ENFORCEMENT

The Homeowner's Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. Failure of the Homeowner's Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X GENERAL PROVISIONS

SECTION 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate the covenants and restrictions herein.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no wise affect any other

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provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. 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 6. 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 provision shall be supplied by inference.

SECTION 7. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the respective Homeowner's Association or the Maintenance Association at the time of such mailing.

SECTION 8. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 9. AMENDMENT. This Declaration may be amended at any time hereafter by an instrument executed by the Owners of at least fifty-one percent (51%) of the Lots.

The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration

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by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

ARTICLE XI

RATIFICATION: LIENHOLDER AND HOMEOWNER'S ASSOCIATION

Interfirst-Fannin, a banking corporation, with its business domiciled in Houston, Harris County, Texas, the owner and holder of a lien or liens covering the Lots and the Homeowner's Association have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this Declaration is executed ^{as of} this 4th day of February 1982.

DECLARANT:

NASH PHILLIPS/COPUS, INC.

By: [Signature]
Name: RON HAMMOND
Title: VICE - President

LIENHOLDER:
INTERFIRST-FANNIN

By: [Signature]
Name: Ivan Olson
Title: Vice President

HOMEOWNER'S ASSOCIATION:
QUAIL GREEN WEST HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
Name: James C. Box
Title: President

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THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 31ST day of JANUARY, 1983, by RON HAMMONDS, VICE-PRESIDENT of NASH PHILLIPS/COPUS, INC., a Texas corporation, on behalf of said corporation.

Frances E. Dowling
Notary Public in and for
The State of TEXAS
My commission expires:

FRANCES E. DOWLING
Notary Public State of Texas
Commission Expires September 29, 1984
Alexander Leavelle

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 4th day of February, 1983 by Dean Olson, V. President of INTERFIRST-FANNIN, on behalf of said Bank.

Marilyn Zarate
Notary Public in and for
The State of TEXAS
My commission expires:

MARILYN ZABATE
Notary Public in and for Harris County, Texas
My Commission expires January 22, 1984

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 4th day of February, 1983 by JAMES C. Box, President of Quail Green West Homeowner's Association, Inc., on behalf of said association.

Timothy Hovan
Notary Public in and for
The State of TEXAS
My commission expires:

TIMOTHY HOVAN
Notary Public, State of Texas
My Commission Expires October 31, 1984

FILED

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Dianne Trilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on this date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on



JUN 6 1983

Dianne Trilson
County Clerk, Fort Bend Co., Tex.