



DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE WOODS

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AND RESTRICTIONS  
THE WOODS

The State of Texas     §  
County of Fort Bend   §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 31st day of July, 2006 by the Owners of Record of the Lots in The Woods Subdivision (hereinafter collectively referred to as ("Declarants"))

WITNESSETH

WHEREAS, Declarants (hereinafter defined) are property owners of record in The Woods Subdivision of Fort Bend County ("The Woods") constituting more than 50% of the owners of the Lots or property therein and who have signed the Petition For the Creation and declaration of Covenants, Conditions and Restrictions For the Woods Subdivision of Fort Bend County (the "Petition") in order to create covenants, conditions and restrictions for The Woods.

WHEREAS, it is the desire of the Petitioners and Declarants to provide for the preservation of the property values and amenities of The Woods and to provide a common plan as to the construction and architectural control of the property in such Subdivision, and, to this end, desire to subject the real property described in Article II and any other property hereafter made subject to this Petition and Declaration, in accordance with the provisions herein, to the covenants, conditions and restrictions hereinafter set forth for the benefit of all present and future owners thereof;

NOW, THEREFORE, Declarants hereby declare that the real property described in Article II and within any other property made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, charges and liens hereinafter set forth which shall run with said Lots and shall be binding upon all parties having 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.

ARTICLE I  
DEFINITIONS

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

SECTION 1. "Association" shall mean and refer to The Woods Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot, including a Declarant.

SECTION 3. "Common Area" shall mean and refer to all properties, real or personal,

owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association.

SECTION 4. "Declarants" shall mean and refer to the property owners of record of Lots in The Woods who have signed the Petition.

SECTION 5. "Lot" shall mean and refer to any of the numbered lots or lettered reserves shown on the recorded plat of the Subdivision.

SECTION 6. "Member" and/or "Members" shall mean and refer to all those Owners of Lots subject to this Declaration who are members of the Association as provided by herein. The term "Member" is further defined to include and refer to the executors and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Lot by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

SECTION 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, subject to these Declarations, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 8. "Properties" or "Property" shall mean and refer to the real property within the platted The Woods Subdivision and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 9. "Easement" shall mean and refer to the various utility or other easements shown of record in the County Clerk's Office of Fort Bend County, Texas, and such other easements as are created or referred to in this Declaration.

SECTION 10. "Street" shall refer to any publicly dedicated street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the recorded plat of the subdivision.

SECTION 11. "Subdivision" shall refer to The Woods Subdivision of Fort Bend County described at Slide No 692B, filed in the Real Property Records of Fort Bend County, Clerk's File No. 1176060.

SECTION 12. "Petition" shall refer to the PETITION FOR THE CREATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS SUBDIVISION OF FORT BEND COUNTY.

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. DESCRIPTION. The real property which is and shall be, subject to this Declaration is the same tract of land described in the map or plat recorded at Clerk's File No. 1176060 Slide No. 692B of the Official Public Records of Fort Bend County, Texas and is described in said map or plat as being a 25.342 Acre Tract of land in the David Bright League A-13, Fort Bend County, Texas.

SECTION 2 MINERAL EXCEPTION. There is hereby excepted from the Subdivision and Declarant will hereinafter except from all its sales and conveyance of the Subdivision, or any part thereof, including the Lots and Common Areas, all oil, gas, and other minerals in, on, and under the Subdivision, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

SECTION 3 ADDITIONS TO EXISTING PROPERTY. Additional lands may become subject to the scheme of this Declaration in the following manner:

Subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the votes of the Members present at a meeting duly called for such purpose. Annexation shall be accomplished by filing of record in the public records of Fort Bend County, Texas a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws of the Association dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this section and to ascertain the presence of a quorum at such meeting.

### ARTICLE III THE WOODS COMMUNITY ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association is organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots in the Property.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors (the "Board") consisting of a minimum of three (3) and a maximum of five (5) members. The Board shall manage the affairs of the Association as specified in this Declaration and the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot in the Woods which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 4. VOTING RIGHTS. Each Member shall be all persons or entities who own a Lot or Reserve in the Woods subject to this Declaration.

The Members shall be entitled to one (1) vote for each Lot or Reserve owned within the

subdivision which is subject to these restrictions. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the vote for the Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot or Reserve in which such Members own undivided interests. Votes will be cast at such time as designated and can be done in person, by proxy, electronically or via mail.

SECTION 5. TERMINATION OF MEMBERSHIP. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner. The Board of Directors shall have the ability to suspend or expel a member for cause after hearing with 10 days notice with a 2/3 vote of the Board Members. Notice shall be perfected by personal delivery or by depositing written notice into the United States mail to the last known address of the Owner. Sufficient cause shall be determined solely by the Board of Directors and shall be presumed valid unless the determination is found to be arbitrary and capricious by a court of competent jurisdiction.

#### ARTICLE IV. ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Subdivision and to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision and to protect and promote their value, the Subdivision, the Lots, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article. Every Declarant, by signing the Petition, and every other Owner of a Lot subject to this Declaration, by operation of law or by the subsequent acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee is hereby established, which shall have exclusive jurisdiction over all construction, modifications, additions or alterations on any portion of the Lots in the Subdivision. The Committee shall consist of three (3) members one of whom must be a member of the Board of Directors. The initial members and all successor members of the Architectural Review Committee shall be appointed by the Board of Directors which also shall have the power to remove any member at any time.

SECTION 3 ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Subdivision, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any other portion of the Subdivision, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, basketball goals, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, and burglar bars or other decorative appurtenances, nor shall any exterior addition to or change or alteration therein, whether or not attached to the main structure, be made

(including, without limitation, painting or staining of any exterior surface), unless and until the plans and specifications and related data on such Lot showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the compliance of such plans and specifications with such design guidelines (the "Design Guidelines") as may be published by the Architectural Control Committee from time to time, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. The Architectural Control Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with originally-approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired. The Architectural Control Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Following approval of any plans and specifications by the Architectural Control Committee, representatives of the Architectural Control Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot, or any improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the Architectural Control Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Control Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event legal action is necessary, such costs of enforcement together with reasonable and necessary attorneys' fees, shall be secured by a lien on the Lot in the same manner as the annual maintenance charge.

Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Control Committee upon any grounds which are consistent with the objects and purposes of this Declaration, so long as such grounds are not arbitrary or capricious.

SECTION 4 LIMITATION OF LIABILITY. The Declarants, the Association and the Architectural Control Committee, as well as their agents, employees, or authorized representatives, shall not be liable to any Owner or to any other party for any loss, claim, or demand asserted on account of their administration of their duties pursuant to this Declaration, unless otherwise expressly provided elsewhere herein. The Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plan and/or specifications.

The Committee has no duty to inspect any improvements; and, if a Committee should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, the Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Committee taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Declarant by signing below, and all other Owners of Lots subject to this Declaration by operation of law or by accepting a conveyance of any Lot or of any portion of the Properties conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Committee arising or resulting from acts or omissions pursuant to this Declaration or the By-Laws of the Association.

No approval of plans and specifications and no publication of minimum standards and specifications shall ever be construed as representing or implying that such plans and specifications and published standards will, if followed, result in a properly designed or constructed residence; and same shall in no event be construed as representing that any residence constructed in accordance therewith will be built in a good, workmanlike manner.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 ANNUAL MAINTENANCE FUND All funds collected by the Association from the Annual Maintenance Assessments provided for in Section 2 of this Article, together with all funds collected by the Association from the annual maintenance assessments imposed on the Lots in the Subdivision by all Declarations of Annexation, shall constitute and be known as the "Annual Maintenance Fund". The Annual Maintenance Fund shall be held, used, and expended by the Association to full fill the Association's duties and obligations created hereunder for the common benefit of all Members.

SECTION 2 CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS. The Declarants, for their individual Lots and each Lot within the Subdivision made subject to this Petition and Declaration and any property hereafter made subject to this Petition and Declaration, hereby covenants and each Owner of a Lot subject to these restrictions, by operation of law or by subsequent acceptance of a deed whether or not it shall be expressed in the deed or other evidence of the conveyance, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, including the Annual Maintenance Assessment and all Special Assessments, as provided for in this Declaration, as the same shall become due and payable, without demand. The charges and assessments together with interest, costs, and reasonable attorneys' fees herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated.

Each Annual Maintenance Assessment and each Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay the Annual Maintenance Assessment and/or the Special Assessment accrued, but no Member shall be personally liable for the payment of any Annual Maintenance Assessment or Special Assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein, or by his maintaining same at his own expense, as applicable.

The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and changes.

SECTION 3. PRIORITY OF LIENS TO SECURE ASSESSMENTS. The Annual Maintenance Assessments and the Special Assessments for capital improvements as hereinabove provided for, shall constitute and be secured by separate, valid and subsisting liens, hereby created and fixed, and which shall exist upon and against each applicable Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the conditions that the Association be made a party to any court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

- (a) All liens for taxes or special assessments levied by the city, county, or state government, or any political subdivision or special district thereof;
- (b) All liens securing amounts due or to become due under any Contract of Sale, mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable;
- (c) All liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges which become due prior to such foreclosure, be extinguished by any such foreclosure. Any holder of a security interest superior to the lien of the Association on any Lot is not required to collect assessments.



**SECTION 4. PURPOSE OF ANNUAL ASSESSMENTS.** The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, this Declaration and all other restrictive covenants instruments administered by the Association. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay costs incurred with respect to, including but not limited to, all or any of the following:

- a. Operation, maintenance, repair, and improvement of the Common Area as well as fences, entryways, private streets, road esplanades, cul de sacs and road right-of-ways and easement areas within, adjacent to or in the vicinity of the Property;
- b. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- c. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- d. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- e. Maintaining or replacing any landscaping in the Common Areas;
- f. Designing, purchasing and installing any improvements, to the Common Area;
- g. Mowing, maintenance and removing debris from the Common Area;
- h. Maintenance of the private drainage improvements constructed or to be constructed within the common areas;
- i. Payment of legal fees and expenses incurred to collect assessments and enforce the restrictions and covenants;
- j. Employing policemen or watchmen and/or a security service;
- k. Contracting for insect and pest control such as mosquito fogging;
- l. Carrying out the duties of the Board of Directors of the Association;
- m. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and

- n. Carrying out such purposes of the Association as generally benefit the Members of the Association. As stated hereinabove, the Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board of Directors of the Association in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Further, if any Common Areas, whether situated on property within the Subdivision or on property then not subject to the scheme of this Declaration also are for the use and benefit of persons or entities other than the Owners in the Subdivision, the Association shall have the right and authority to enter into agreements with other persons or entities enjoying the use and benefit of such Common Areas (or their designee), in such instances and on such terms as its Board of Directors may deem appropriate and acceptable, obligating the Association to contribute, from the Annual Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Areas, and providing for other agreements relative to the use and enjoyment of such Common Areas (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The uses of the Annual Maintenance Fund described herein shall not be obligatory, but shall be at the sole discretion of the Board of Directors of the Association. The Board of Directors of the Association may, in its sole discretion, give one or more of the purposes set forth in this Section preference over other purposes, so long as the funds expended therefore shall be a part of the appropriate maintenance fund for which they were charged and collected. It is agreed that all expenses incurred and expenditures and decisions made by the Board of Directors of the Association in good faith shall be binding and conclusive on all Members.

SECTION 5. MAXIMUM LEVEL OF ANNUAL ASSESSMENT. The initial maximum amount of the annual assessment for the Association is \$375.00. The annual assessment in any year thereafter may be increased by the Board of Directors of the Association, at its sole discretion, by an amount not greater than five percent (5%) over the annual assessment for the previous year without a vote of the Members of the Association. Notwithstanding the foregoing, the amount of the Annual Maintenance Assessments may be increased without a vote of the Members of the Association in excess of 5% to account for inflation up to but not in excess of the amount calculated by the following formula:

$$A_1 = \$375 * \left( \frac{CPI_2}{CPI_1} \right)$$

where,

$A_1$  = the maximum Annual Maintenance Assessment;  
 $CPI_2$  = the Consumer Price Index or its successor index, as

published by the U. S. Department of Commerce, for the latest month available prior to the adoption of a resolution by the Board of Directors to increase the Annual Maintenance Assessment;

and,

$CPI_1 =$  the Consumer Price Index or its successor index, as published by the U.S. Department of Commerce, for the month of August, 2006.

The annual assessment in any year may be increased above the greater of five percent (5%) or the rate of inflation, for one or multiple years, only with the approval of 51% from the members voting in person or by proxy, at a meeting duly called for this purpose.

SECTION 6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement including fixtures and personal property related thereto located upon the Common Area. The Board acting alone may not levy a Special Assessment in an amount greater than 25% of the Annual Assessment for the year in which the Special Assessment is assessed. A Special Assessment greater than 25% of the Annual Assessment can be assessed if approved by 51% from the Members voting in person or by proxy, at a meeting duly called for this purpose. Special assessments will be due and payable as prescribed by the Board of Directors.

SECTION 7. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than 15 days or more than 50 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of those present shall constitute a quorum. At a subsequent Members meeting called within six months for the same purpose the quorum shall be 33% of the Members.

SECTION 8. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The initial annual assessment provided for herein shall be assessed on the date of the filing this declaration. All Members having previously paid the initial year's assessment prior to filing shall be fully credited. All future assessments shall be due and payable on January 1 of each year without need for demand. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. The Association shall, upon demand, and for reasonable charge furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status

of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES. 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 the due date, it shall bear interest at the rate of ten percent (10%) per annum. The Association may at its discretion also charge a late penalty of up to \$25.00. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein retained against the property. Interest above specified, late fees, costs of collection and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge and included in said lien.

The lien in favor of the Association is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. Declarants by signing the Petition hereinabove, and all other Owners of Lots subject to this Declaration by operation of law or by the acquisition of a Lot subject to this Declaration, grants to the Association a power of sale in connection with the Association's Lien.

No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or abandonment of his Lot. Nothing affirmatively stated herein shall serve as a limitation to the Associations rights and remedies both at law or in equity.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas, including the Association, shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessment and charges.

## ARTICLE VI RIGHTS IN THE COMMON AREA

SECTION 1. MEMBER'S RIGHT OF ENJOYMENT. Subject to the provisions herein stated, every Member shall have a right of enjoyment in the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot, subject the following rights of the Association:

- a. The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- b. The Association shall have the right, with the approval by a 51% vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, to borrow money and to mortgage, pledge, deed in trust, or hypothecate

any or all of the Common Area as security for money borrowed or debts incurred.

- c. The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- d. The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- e. The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- f. The Association shall have the right, with the approval by a 51% vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, to sell or convey all or any part of the Common Areas and the right, without the approval of the Members, to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- g. The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Areas and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the immediate members of his family who reside in his residence and to such other persons as may be permitted by the Association. The Owner of a leased residence shall be deemed to have delegated his rights of use to his tenant.

## ARTICLE VII USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot subject to this Declaration is hereby restricted to residential dwellings for single family residential use only; provided, however any Lot or Lots owned by the Association may be used for park or open space purposes and improvements consistent with such use may be erected thereupon. No business, professional, commercial or manufacturing use shall be made of any Lot; provided, however, the foregoing shall not be construed to prohibit the use of a residence for a home occupation incidental to the principal residential use; ie: music lessons and tutoring. No structure other than one single family residence and its approved outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. The use of any Lot for duplex houses, garage apartments for rental purposes, apartment houses, rooming housing, half-way houses, child care services or mobile homes is specifically prohibited. A home office that is used for

administrative purposes only shall be permitted.

**SECTION 2. ANIMALS AND LIVESTOCK.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets are not to exceed two (2) in number (except aquarium fish) and may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes. Household pets must be confined to a fenced backyard or within the residence. Noisy pets shall be deemed as a nuisance and clean up and proper disposal (by pet's owner) of pet droppings from within the common areas, street, sidewalks, neighbors' lawns etc. is deemed mandatory.

**SECTION 3. NUISANCES.** No noxious, illegal or offensive trade or activity shall be carried on within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties.

**SECTION 4. STORAGE OF VEHICLES.** Unless otherwise approved by the Board of Directors, no boat, watercraft, boat trailer, boat rigging, motor/mobile home, trailer, commercial vehicle, non-registered vehicle with expired tags or inoperable motor vehicles shall be parked or kept in a Street or on any Lot unless such vehicle is stored within a garage. Vehicle repairs must be performed within a garage. Further, vehicles may not be parked on the grass, stored on blocks, parked horizontal across a driveway and may not block ingress or egress, nor sidewalks. Street parking is limited to twenty-four (24) hours consecutively.

**SECTION 5. WINDOW COVERINGS.** Unless otherwise approved by the Architectural Review Committee, windows within all dwellings shall not be covered with untraditional window coverings, including by way of illustration, but not limitation: foil, boards, bed sheets, newspaper, paper or card board. Window coverings facing public view shall be white, beige or natural wood in color.

**SECTION 6. FIREARMS.** The discharge of firearms within the Subdivision, except as allowed by law for the protection of persons or property, is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types regardless of size.

**SECTION 7. 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 refuse containers constructed of metal or plastic with tight fitting sanitary covers or lids and placed in the garage or an area adequately screened by fencing until 6:00 p.m. on the day before a scheduled trash pick-up when such containers may be placed on the curb in front of the home. 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. Such trash shall not be disposed of within storm drains.

SECTION 8. DISPOSAL OF HAZARDOUS SUBSTANCES. No gasoline, motor oil, paint, paint thinner, pesticide, or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole, drainage channel or detention pond within the Property, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations at the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction. Disposal of hazardous substances are prohibited from being dumped within the storm drains.

SECTION 9. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots/streets or the Common Areas.

SECTION 10. BUILDING MATERIALS. Unless otherwise approved by the Architectural Review Committee, 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. 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 streets.

SECTION 11. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 7:00 P.M.

SECTION 12. MINERAL PRODUCTION. No oil drilling, oil development 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.

SECTION 13. DEFAULT. In the event of default on the part of the Owner or occupant of any Lot in observing the requirements of this Article, or any of them, such default continuing after ten (10) days written notice thereof, the Association or the Declarants, its successors and assigns, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause such maintenance to be performed or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work by submitting to such Owner or occupant a statement setting forth the nature and cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge, together with interest thereon at the rate of ten percent (10%) per annum

and reasonable costs of collection, including but not limited to attorney's fees, shall be a charge and continuing personal obligation of the Owner of such Lots at the time of such charge. Such charge, if not immediately paid in full by the Owner of such Lots, shall constitute and be secured by a separate, valid lien upon the Lot and all improvements thereon, for the benefit of the Association and all Members. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

In addition to the foregoing right to enter upon a Lot, the Association and/or any Member has the right to take such other lawful actions as it believes may remedy, correct or terminate any violation of these restrictions, including but not limited to, filing a lawsuit. Neither the Association nor the Declarants shall have any liability or responsibility for exercising any of the rights or remedies granted herein, and any expenses thereof shall be borne by the Owner of the Lot upon which the violation occurred, and shall be reimbursed to the Association or Declarants upon request, and if not immediately paid shall become part of the Assessment for such Lot and shall be secured by the same lien granted herein for such Assessment.

## ARTICLE VIII ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two (2) stories in height with an attached or detached garage with a minimum of two (2) cars shall be built or permitted on each 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, and only upon approval by the Architectural Review Committee.

SECTION 2. LIVING AREA REQUIREMENTS. The ground floor living area, exclusive of open porches and garages, shall not be less than 1,300 square feet for a one (1) story home. The ground floor area plus the upper floor area of a one and one-half (1 ½) or two (2) story home shall not be less than 1,800 square feet for houses constructed after the effective date of these restrictions. No residences shall be constructed which are larger than 3,000 square feet after the effective date of these restrictions.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Architectural Review Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the plot containing such Lot and no building shall be located on any utility easement, unless otherwise approved by the Architectural Review Committee.

SECTION 4. MINIMUM CONSTRUCTION AND MAINTENANCE REQUIREMENTS. The following are minimum construction requirements which must be complied with in the erection and maintenance of improvements on the Lots, together with any additions or



alterations thereto:

- a. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Review Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. Garage doors shall be architecturally maintained as originally designed with no observable architectural changes as a result of remodeling. Garage doors shall not be blocked by the storage of any type of material.
- b. Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot. A minimum of forty percent (40%) of the exterior facade of all residences, constructed after the effective date of these restrictions, exclusive of doors, windows and other openings shall be brick, stone, stucco or other masonry which for purposes hereof shall not include Hardiplank siding material. Any change or addition to the color of the brick, stucco or other masonry used must be approved in writing by the Architectural Review Committee.
- c. All exterior construction or reconstruction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot (including, but not limited to, any underground watering system) and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceiling, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, or other similar floor covering) shall be completed not later than six (6) months following the commencement of construction, unless delay has been caused by a *force majeure*. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
- d. Driveways shall be constructed in accordance with the regulations of the City of Missouri City and/or any other authorized governmental entity.
- e. No structure situated on any Lot shall have wood shingle roofs.
- f. No flagpole shall be permanently erected on any Lot unless written approval therefor has been obtained from the Architectural Control Committee excluding temporary flagpoles associated with model homes.

Notwithstanding the foregoing, if any applicable construction standard is imposed by any governmental authority, the governmental standard shall apply unless (i) the standard set forth in this Section is more stringent and (ii) application of the standard set forth in this Section does not violate such governmental standard, in which case the standard set forth in this Section shall apply. It shall be the obligation of each Owner to maintain his Lot according to the

standards set forth in this Section. In the event that improvements on the Lot deteriorate or are destroyed to the degree that they would no longer satisfy the requirements set forth in this Article if they were newly constructed, the Owner shall thereupon rebuild, replant or take such other action as shall be necessary to bring his Lot into compliance with the provisions hereof.

SECTION 5. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot except for storage sheds no taller than six (6 ft.) in height placed in the rear yard.

SECTION 6. DRIVEWAYS. On each Lot the Owner shall maintain at his expense the driveway from the garage to the abutting Street and shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Driveways shall be clear of any storage materials.

SECTION 7. ROOF PITCH; ROOF MATERIAL/ROOF STACKS. The main roof pitch of each residence shall have a minimum of five (5) feet of vertical rise for each twelve (12) feet of horizontal length. The roofs of all buildings shall be constructed or covered with fiberglass or dimensional shingles at a color approved by the Architectural Review Committee. Any other type of roofing material shall be permitted only at the discretion of the Architectural Review Committee. All roof stacks must be painted to blend with the roof color.

SECTION 8. WALLS, FENCES, AND HEDGES. No walls, fences, or hedges shall be erected or maintained nearer to the front Lot line of any Lot, than the building setback lines as shown on the Subdivision Plat or as provided for in this Section. Any rear or side fences and walls must be not less than six (6) feet nor more than eight (8) feet in height. The foregoing provisions for side and rear fences or walls may be altered upon written approval of the Architectural Control Committee.

New construction or replacement of fences shall be of wood, or other materials approved in writing by the Architectural Control Committee.

The Architectural Control Committee may at any time and from time to time promulgate rules and regulations pertaining to fencing, which may include such matters as height, location, type and maintenance, and in such event said promulgated rules and regulations shall be as effective as if said matters were specifically set forth in this Declaration and all Declarations of Annexation.

Ownership of any wall, fence, hedge or other barrier erected on a Lot by Declarants or a builder shall pass with title to such Lot and it shall be the Owner's responsibility to maintain said fence thereafter. In the event of default on the part of such Owner of any Lot in maintaining said barrier and such failure continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to any Owner or occupant in trespass or otherwise, enter upon said Lot and cause said fence to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration or any Declarations of Annexation, so as to place said fence in a satisfactory condition, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such statement immediately

upon receipt thereof.

In the event of joint ownership, each owner shall be jointly and severally liable for the payment of his proportionate share of any such statement. Each such charge, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs and collection shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge.

No hedge or shrub shall obstruct sight lines at elevation between two (2) and six (6) feet above the streets on any lines and a line connecting same at points twenty-five (25) feet from the intersection of the street curbs. All trees shall be so maintained so as to comply with this provision; that is, no limbs, foliage, or other parts thereof shall obstruct said sight lines at said elevations.

SECTION 9. CARPORTS AND GARAGES. No carports may be constructed and are strictly prohibited. All garages must be operable and must be physically capable of housing two automobiles. Garages used for storage must be closed from public view.

SECTION 10. GRASS AND SHRUBBERY. All front yards shall be sodded between the front of the residence and the curb line of the abutting Street at all times. Owners of each Lot shall keep his Lot mowed, weeded and edged with trimmings being properly disposed of, to prevent unsightly appearance. From turf, the grass should be no lower than 4" and no higher than 6". Dead or damaged trees which might create a hazard to property or persons, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal.

SECTION 11. SIGNS. Except for one (1) sign of not more than twelve (12) square feet advertising a residence on a Lot for sale or rent and for the posting of election signs as provided for hereafter, no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Board. The right is reserved by the Architectural Review Committee to construct and maintain, or to allow Builders within the Property to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Association shall have the right to erect identifying signs at each entrance to the subdivision within the Property.

SECTION 12. ELECTION SIGNS. A maximum of 1 sign, no larger than 2' x 3', per candidate or issue may be posted upon a lot no earlier than 90 days before the election. This Section

SECTION 13. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 14. EXTERIOR ANTENNAE. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except one that is 40" or smaller in size and except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antenna, that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from a Street, and integrated with the dwelling and surrounding landscape. Antenna shall be installed in compliance with all state and local laws and regulations.

SECTION 15. PLAYGROUND AND SPORTS EQUIPMENT. All playground equipment such as play houses and swing sets shall be situated, concealed and shielded so as not to be visible from any Street. Basketball goals may not be attached to the residence. Basketball goals mounted on fixed or movable platforms shall not be used for street play, shall be freestanding and stored in an upright position at all times.

SECTION 16. POOLS, SPAS AND HOT TUBS. Pools, spas and hot tubs must be enclosed by fencing and access gates locked when not in use. The design, enclosures and water content must be controlled and kept up to city, state and federal codes.

SECTION 17. BARBEQUE PITS, GRILLS AND OTHER EXTERIOR COOKING ITEMS. Such items may be used for the enjoyment of residents and when not in use, shall be stored from public view at all times. Outdoor cooking is permissible within the rear area of the owner's property, at least 10' from the residence, only.

SECTION 18. DECORATIONS AND LIGHTING. Unless approved by the Architectural Review Committee, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, flags (residential sized United States and Texas flags are specifically allowed), or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any Street, unless such specific items have been approved in writing by the Architectural Review Committee. Customary seasonal decorations for holidays are permitted without approval by the Architectural Review Committee and may be displayed 6 weeks prior and 2 weeks after such holiday. All other outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any Street unless otherwise approved by the Architectural Review Committee.

SECTION 19. AIR CONDITIONERS. No window, roof, or wall type air conditioner or heat pump shall be permitted in any improvement, within the Property.

SECTION 20. ENERGY CONSERVATION EQUIPMENT. Solar energy collector

panels, windmills and wind generators are strictly prohibited.

SECTION 21. 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 underground unless otherwise approved in writing by the Architectural Review Committee.

SECTION 22. ENFORCEMENT OF LOT MAINTENANCE. Each Owner of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise, maintained), so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board of Directors may adopt by resolution for the Property. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements including fences; the prompt removal of all paper, debris, and refuse; removal of exterior mold and mildew and flaking paint; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping; the maintenance of any private, drainage improvements unless the Association has elected to perform such maintenance; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets.

In the event of the violation of any covenant herein by any Owner or occupant of 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 and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner of the Lot shall pay such statement immediately upon receipt. In the event of the failure to pay for such work the amount of such statement may be added to the annual maintenance charge provided for herein and shall, in addition to reasonable attorneys fees, and collection costs, be secured by a lien on the Lot in the same manner as such annual charge. The Association, or 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 maintenance and other work authorized herein. The Association shall have the right to enforce such obligations through legal actions and by the assessment of fines as prescribed by the Board of Directors. In the event legal action is necessary such costs of enforcement together with reasonable and necessary attorneys' fees shall be secured by a lien on the Lot in the same manner as the annual maintenance charge.

SECTION 23. DAMAGE AND DESTRUCTION OF IMPROVEMENTS. Any buildings or improvements within the Properties which are damaged or partially destroyed by fire, storm or any other means shall be repaired within a reasonable period of time and must begin ninety (90) days from the occurrence of such damage and with the Lot being restored to a clean, orderly

and attractive condition ninety (90) days from start and upon approval of plans from the Architectural Review Committee. Any buildings or improvements which are damaged or destroyed to the extent that repairs are not practicable, shall be demolished and removed within a reasonable period of time not to exceed ninety days from the occurrence of such damage and the Lot restored to a clean and attractive condition.

## ARTICLE VIII EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats or as dedicated by separate instruments. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the residence directly effected thereby.

SECTION 3. MAINTENANCE EASEMENT. There is granted to the Association, its successors and assigns a five-foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut a landscape reserve perimeter boundary of the Property or Street where there is constructed or intentions to construct a fence or wall, together with the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, and/or reconstructing the fence or wall. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence or wall for construction and maintenance purposes.

SECTION 4. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within each subdivision within the Properties which will be designated an Underground Residential Subdivision and which underground service area shall serve 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 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.

Easements for the underground service may be crossed by driveways and walkways provided that the 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 Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provision, 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 shall run with the land and shall be binding upon all parties and all persons claiming thereunder until December 31, 2027, after which time said covenants shall be automatically extended for successive periods of (10) years each, unless an instrument signed by the Owners of a majority of the Lots covered by this Declaration has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

#### SECTION 2. AMENDMENT.

(A). By the Board of Directors. This Declaration may be amended unilaterally at any time and from time to time by the Board of Directors with notice being provided to all members if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith.

(B). By Owners. This Declaration may be amended at any time by an instrument executed by the owners of 60% of the Lots covered by this Declaration. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Fort Bend, County, with the signatures of the requisite number of Owners of the Lots.

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or other order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 4. 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 5. TITLES. The titles of this Declaration of Articles and Sections contained herein are included 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 6. REPLATTING. The Association shall have the right to subdivide any reserve tracts contained within the Properties into single family residential lots by recorded plat or in any lawful manner. Lots created by the subdivision of a reserve tract shall be subject to these restrictions as if such Lots were originally platted as lots.

SECTION 7. EFFECT OF ANNEXATION. The Owners of Lots in property annexed into the jurisdiction of the Association shall be entitled to the use and benefit of all Common Area of the Association, provided that the annexed property shall be impressed with and subject to an annual maintenance assessment imposed by the Association on a uniform, per Lot basis with the annual assessment on all other property within the jurisdiction of the Association.

SECTION 8. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation only with the consent given in writing by not less than 51% of the Members. The Corporation may only be dissolved with the consent given in writing by not less than 60% of the Members. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.





RETURNED AT COUNTER TO:

Lewis Smith IV  
Holaway Jones Law Firm  
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