

9993

1391 159

COMPARED

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

OFFICIAL RECORDS

FOR

QUAIL VILLAGE, SECTION ONE

FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS ()

COUNTY OF FORT BEND ()

THIS DECLARATION, made on the date hereinafter set forth by CML DEVELOPMENT, INC., a Texas corporation, having its principal office in Houston, Harris County, Texas hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as QUAIL VILLAGE, SECTION ONE, a subdivision in Fort Bend County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision, and to this end, delegate to a homeowner's association, the powers to administer and enforce the covenants, restrictions, easements, charges and liens set forth herein.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon QUAIL VILLAGE, SECTION ONE, and declares the following reservations, easements, covenants, restrictions and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

OFFICIAL RECORDS

1391 160

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to QUAIL VILLAGE, SECTION ONE COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, which Declarant has previously incorporated, its successors and assigns.

Section 2. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

Section 3. "Community Properties" shall refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association. On the date hereof, there are no Community Properties.

Section 4. "Corner Lot" shall refer to a Lot which abuts on more than one street.

Section 5. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

Section 6. "Member" shall refer to every person or entity which holds a membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but including those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 8. "Properties" shall mean and refer to QUAIL VILLAGE, SECTION ONE, subject to the Reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 9. "Subdivision Plat" shall mean and refer to the map or plat of QUAIL VILLAGE, SECTION ONE, recorded on Slide No. 602A of the Plat Records of Fort Bend County, Texas.

Section 10. "Architectural Control Committee" shall mean and refer to the QUAIL VILLAGE, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE provided for in ARTICLE IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Existing Easement. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat, further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum building set-back lines. Additionally, the Subdivision Plat of QUAIL VILLAGE, SECTION ONE, designated Reserve A & B, as shown thereon, as "Unrestricted" and such Reserve A & B shall not be part of the Properties nor subject to the provisions hereof unless otherwise specifically provided herein. Said Reserve A & B may be used and utilized for Community Properties or recreational facilities, so long as the facilities are not inharmonious with the residential character of the remainder of the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property and/or any part thereof, whether specifically referred to therein or not.

Section 2. Purpose. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, cable television systems, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. 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, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

Section 4. Damage Waiver. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said 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 Association, its officers, agents, employees and management personnel to enter the Lots to render any service.

Section 7. Cable T.V. 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 itself, its successors and assigns 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 to Declarant pursuant to any such agreements between Declarant and such Cable Television Companies, until such time as Declarant, as the Class B Member of the Association, transfers its rights to the Association in accordance with Article V of this Declaration.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shown on the Subdivision Plat are hereby restricted to residential dwellings for single family residential use only. No building shall be erected, altered, or permitted to remain on any Lot other than for residential purposes only. As used herein, the term "residential purposes" shall be construed to prohibit apartment complexes, mobile homes or trailers being placed on the Lots, and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivisions; it being the intention that only new construction shall be placed and erected thereon.

OFFICIAL RECORDS

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Type of Residence. Only one detached single family residence not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage with minimum interior floor space necessary to accommodate two full size cars. Carports on Lots are prohibited. 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.

Section 4. Living Area Requirements. The ground floor area of any one story single family dwelling, exclusive of open porches and garages, shall contain not less than 900 square feet. The total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages, shall contain not less than 900 square feet.

Section 5. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

Section 6. Location of Residence on Lot. Unless otherwise approved by the Architectural Control Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a Street (front lot line). Residences on Corner Lots shall have a presentable frontage on each Street on which they face. Each attached or detached garage shall, unless otherwise directed or permitted by the Architectural Control Committee, face either upon the front lot line or upon a line drawn perpendicular to the front lot line. Upon approval of the Architectural Control Committee, any detached garage located more than sixty-five (65) feet from the front lot line shall not be required to face upon said lot line. Driveway access will be provided from the front lot line only, except for Corner Lots which may have driveway access from a side Street. No residence shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the Subdivision Plat. No residence shall be located on any utility easement. However, a residence or appurtenance thereto may be located on an interior lot line provided that the construction of a residence on the adjacent lot is underway or completed and such residence shall be no closer than ten (10) feet to the same interior lot line. Otherwise, no residence shall be located nearer than ten (10) feet to a residence on an adjacent lot. No accessory building, having first been determined to be permitted by and acceptable to the Architectural Control 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.

OFFICIAL RECORDS

Section 7. Composite Building Site. Subject to the approval of

Architectural Control Committee, any owner of one or more adjoining lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building set-back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building set-back line of not less than thirty-five (35) feet.

Section 8. Type of Construction. Unless otherwise approved by the Architectural Control Committee, at least fifty-one percent (51%) of the exterior wall area of all residences (excluding detached garages), excluding gables, windows, and door openings, must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Control Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 9. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 10. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at

OFFICIAL RECORDS

any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling of constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices and/or trailers, storage area, model units, signs, and portable toilet facilities.

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles. No truck, trailer, boat, automobile, campers or other vehicles shall be stored, parked or kept on any driveway in front of the front building line or in the street in front of the Lot unless such is in day-to-day use off the premises and such parking is only temporary, from day to day not to exceed forty-eight (48) hours in duration; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage permitted on any Lot covered hereby.

Section 12. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each type of pet will be permitted on each Lot.

Section 14. Walls, Fences and Hedges. Walls, fences and/or hedges shall be allowed to be erected and maintained and shall be of wood construction, brick or other materials approved by the Architectural Control Committee and shall not exceed eight (8) feet in height and shall thereafter be maintained in a good state of repair.

Such construction and maintenance shall be the responsibility of the individual property owners. No side or rear fences, wall or hedge shall exceed eight (8) feet in height. No fences over two (2) feet in height will be permitted in front of the front set-back line. Fences of solid wood and/or masonry construction shall be constructed along the rear Lot lines of the following Lots:

Rear of Lots 2-21, Block 1; Lots 21-26, Block 2; Lots 2-9, Block 4. Side and Rear of Lot 1, Block 1; Lot 1, Block 4. Side of Lot 1, Block 2; Lot 60, Block 2.

Section 15. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 16. Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building or residence in any part of the Properties.

Section 17. Garbage Disposals. Each kitchen in each residence situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal shall at all times be kept in a serviceable condition.

Section 18. Lot Maintenance. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Architectural Control Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or 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. The Association may plant, install and

OFFICIAL RECORDS

maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Owners shall in no event use any residence for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the owners or occupants of residences at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view; the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 19. Signs, Advertisements, Billboards. Except for signs owned by Declarant or builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said subdivision. Declarant, or its assigns, will have the right to remove

OFFICIAL RECORDS

any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising with such removal.

Section 20. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any antenna of any style be permitted to extend above the roof of the main residential structure on said Lot.

Section 21. Underground Electrical Distribution. An underground electrical distribution system will be installed in that part of QUAIL VILLAGE, SECTION ONE, designated herein as Underground Residential Subdivisions, which underground service area embraces all of the Lots which are platted in QUAIL VILLAGE, SECTION ONE. The owner of each Lot containing a single dwelling unit shall, at his or its 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 electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plats of the subdivisions or by separate instruments granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards

and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 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, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, which are designated 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 the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Owner has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent facilities to serve such Subdivision or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric 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 or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

Section 22. 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 24. Enforcement of Exterior Maintenance. In the event of violation of any covenant or restriction 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 repair, maintain and restore the Lot and the exterior of the residence 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 Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The 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 and payment thereof shall be secured by the lien herein retained. The 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 performance of the exterior maintenance and other work authorized herein.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No buildings shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structures, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance minimum construction standards by the Quail Village, Section One Architectural Control Committee. A copy of the construction plans and specifications and plot plans, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgement shall be final and conclusive.

The Architectural Control 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

Architectural Control 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 Subdivision. The Architectural Control Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Architectural Control 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 Architectural Control Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of: C. Michael Lucas

Section 3. Replacement. In the event of the death or resignation of any member or members of said committee, the remaining member shall appoint a successor member or members, and 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, specifications and plot plans submitted to it or to designate a representative with like authority.

No person serving on the Architectural Control Committee shall be entitled to compensation for services performed, however, the Architectural Control Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Architectural Control Committee. Except as to liability by reason of

gross negligence or intentional acts, no member of the Architectural Control Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Architectural Control Committee.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Architectural Committee by this covenant shall cease and terminate; PROVIDED, that any time after January 1, 1987, two-thirds (2/3) vote of the members present and voting, the Quail Village Community Improvement Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. Organization. Declarant has heretofore caused the QUAIL VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION to be incorporated as a non-profit corporation under the laws of the State of Texas; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 2. Membership. In addition to the parties who are entitled to be members of the Association under the terms of the Declaration recorded in Volume ___, Page ___, of the Deed Records of Fort Bend County, Texas, every person or entity who is a record owner of a lot which is subject or which will be subject upon the completion of improvements thereon, to maintenance charge assessment by the Association, including contract sellers, shall be a member of the QUAIL VILLAGE, SECTION ONE COMMUNITY IMPROVEMENT ASSOCIATION. The

foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having an interest in the mineral estate. 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 Association. Ownership of such land shall be the sole qualification for membership.

Section 3. Voting Rights. The Association shall have two classes of membership.

Class A. Class A members shall be all those Owners as defined in Section 2 with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 3. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be CML Development, Inc., its successors and assigns, the Declarant defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 2; provided, however, that 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:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1987. ✓

The Class A and Class B members shall have no rights as such to vote as a Class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 4. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The member of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any common areas. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premium and repair, maintenance and acquisition expenses incurred by the Association. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the walkways, steps, entry gates, or fountain areas, if any; constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, construction and operation of all street lights; purchase and/or operating expenses of any amenities or recreation facilities, if any;

payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen or watchmen and/or a security service, if desired; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; caring for vacant Lots; and doing other things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner or Owners of each Lot within the QUAIL VILLAGE, SECTION ONE Subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot of one-half (1/2) the rate assessed to homeowners until completion and occupancy of a permanent structure thereon by a homeowner.

Upon completion and occupancy, the assessment for the first year of ownership or any fraction thereof shall be the number of months the Lot has been occupied by a homeowner times the monthly assessment rate on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may,

1391 178 OFFICIAL RECORDS

in the judgement of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

2030
Section 4. Maximum Annual Assessment. Until January 1, 1987, the maximum annual assessment shall be \$240.00. From and after January 1, 1987, the maximum annual assessment ^{may not} be increased each year not more than ten percent (10%) above the maximum assessment for the previous year ^{with} a two-thirds (2/3) vote of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any constructions, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the members as set forth in Section 4 above.

*not
applied
where we
will put
them
on the
to the
association*
Section 6. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Interest accruing on past due assessment, 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 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 Association either judicially or non-judicially by power of sale, and such Owner expressly grants to the 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 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. 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 herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

Section 9. Term. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

1391 80
OFFICIAL RECORDS

ARTICLE VII

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

Section 1. Owner's Easement for Access and Enjoyment. Subject to the provisions herein stated, every Owner 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 Association.

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3) 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 reasonable wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate of ten percent (10%) per annum, 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 Association and all rights hereunder of the Members shall be fully restored.
- (b) The 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 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 Association remains unpaid in excess of thirty (30) days. In the event any assessment have been or are being expended to provide services for the Members (for example, garbage collection services) the 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 Association shall have the right to establish reasonable rules and regulations governing the Member's use and enjoyment of the Community Properties, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations. The Association shall have the right to delegate management of the Community Properties.

- (e) Upon approval by two-thirds (2/3) of each class of Members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interest therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3) of each class of Members provided, however, this provision shall not be construed to limit the right of the Association to grant or dedicate public or private utility easements in portions of the Community Properties.
- (f) The 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 such garbage and rubbish pickup and such cost to be in addition to, should the 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 family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Term. These covenants 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these Restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed of record in the Real Property Records of Fort Bend County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the QUAIL VILLAGE, SECTION ONE COMMUNITY IMPROVEMENT ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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 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 6. 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 objective of this Declaration shall govern.

Section 7. 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.

OFFICIAL RECORDS

Section 8. 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 Association at the time of such mailing.

Section 9. Amendment. This Declaration may be amended during the initial forty (40) year term by an instrument executed by the Owners of seventy-five percent (75%) of the Lots and thereafter by the Owners of sixty percent (60%) of the Lots.

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration 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 Declaration taken collectively, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 10. Approval of Lienholders. Humble Savings and Loan Association, a Texas corporation, and North American Mortgage Co., A Texas Corporation _____, the holders of a lien or liens on QUAIL VILLAGE, SECTION ONE, a subdivision in Fort Bend County, Texas, join in the executions hereof to evidence their consent hereto, and hereby subordinate their lien or liens to the provisions hereof.

EXECUTED THIS 24th day of FEBRUARY, 1984.

DECLARANT:

CML DEVELOPMENT, INC.

ATTEST:

By: C Michael Lucas
PRES.

Maria J. Hajdak
Secretary

LOVE HOMES, INC.

ATTEST:

By: Robert W. Mann

Mary J. Rumbaugh
Bookkeeper

HUMBLE SAVINGS AND LOAN

ATTEST:

Michael J. Peery
PRESIDENT

Camel S. Edart
Vice President

By: Lizbeth Barria

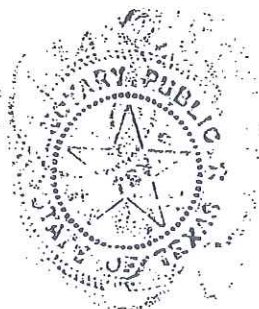
By: Michael B. Brown

State of Texas
County of Harris
Subscribed & sworn to
before me on 2/27/84
Mary J. Rumbaugh
my commission expires 11/1/87

By: William L. Morton

North American Mortgage Co.

By: Sharon C. Cole



OFFICIAL RECORDS

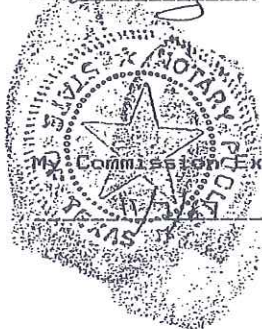
1391 180

THE STATE OF TEXAS) (

COUNTY OF HARRIS) (

BEFORE ME, the undersigned authority, on this day personally appeared Walter B. Bann, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of February, 1984.



Mary D. Rumbach
Notary Public in and for Harris
County, Texas

OFFICIAL RECORDS

1291 188

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth C. Shaw, known to me to be the person whose name is subscribed to the foregoing instrument, as First Vice President of N. America Mort. Co., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS the 27th day of February, 1980



Arispah Elise Hogan
Notary Public in and for Harris
County, Texas

My Commission Expires:

ARISPAH ELISE HOGAN
Notary Public in State of Texas
My Commission Expires June 23, 1980

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 19__.

Notary Public in and for Harris
County, Texas

My Commission Expires:

FILED

'84 MAR -1 P2:06

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
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

MAR 5 1984



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

MAR 8 1984
Capital