



The
COMMONWEALTH

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COMMONWEALTH CIVIC ASSOCIATION, INC.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE COMMONWEALTH

THIS DECLARATION, made as of the date hereinafter set forth by L.T.G. Corporation, a Texas corporation, LG Partners, a Texas general partnership, and GL Partners, a Texas general partnership.

W I T N E S S E T H:

WHEREAS, L.T.G. Corporation is the owner of that certain tract of land containing approximately 137.0162 acres more particularly described on Exhibit "A-1" attached hereto and incorporated herein by reference, LG Partners is the owner of that certain tract of land containing approximately 320.6884 acres more particularly described on Exhibit "A-2" attached hereto and incorporated herein by reference, and GL Partners is the owner of that certain tract of land containing approximately 113.3880 acres more particularly described on Exhibit "A-3" attached hereto and incorporated herein by reference;

WHEREAS, L.T.G. Corporation, LG Partners and GL Partners anticipate that one or more of them and/or other developers will ultimately develop the property described on Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" attached hereto, as well as the tracts of land described on Exhibit "B" attached hereto and any other property which may be subjected to this Declaration by amendment as hereinafter provided, into a multi-use community known as "The Commonwealth", containing primarily single family residences, but also containing townhome, condominium and apartment residences and other forms of residential dwellings, and commercial and office developments and areas devoted to public uses ("The Commonwealth").

WHEREAS, L.T.G. Corporation, LG Partners and GL Partners intend that The Commonwealth will consist of several subdivisions, and that the different nature of each subdivision will require land use and architectural control restrictions

beyond those provided herein for The Commonwealth; however, such parties believe that a master set of deed restrictions, enforced by a property owners association in which each Owner (hereinafter defined) of The Commonwealth will be a member, will provide the best method of providing for the development of The Commonwealth as a community, rather than as several independent subdivisions, and for the most efficient operation and maintenance of the common areas and recreational facilities therein;

WHEREAS, it is the desire of L.T.G. Corporation, LG Partners and GL Partners to provide for the preservation of the values and amenities in the subdivisions developed in The Commonwealth and, to this end to subject such properties to the covenants, conditions and restrictions hereinafter set forth for the benefit of such properties and all present and future owners thereof.

NOW, THEREFORE, L.T.G. Corporation, LG Partners and GL Partners hereby declare that the property described in Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the land and shall be binding upon all parties having any right, title or interest in said properties 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 Commonwealth Civic 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 for profit for the purpose of selling same to a resident thereof.

SECTION 3. "Common Area" shall mean and refer to any properties, real or personal, owned or used by the Association for the common use and enjoyment of Members of the Association, including but not limited to all esplanades, greenbelts, waterways, entryways, recreational reserves and landscape reserves shown on the Subdivision Plats or otherwise within or adjacent to the Properties, whether such areas are owned by the Association or not.

SECTION 4. "Declarant" shall mean and refer to L.T.G. Corporation, a Texas corporation, and its successors and assigns, with respect to the property described in Exhibit "A-1" attached hereto and to any other property owned by such corporation which is added to the jurisdiction of the Association as provided herein, to LG Partners, a Texas general partnership, and its successors and assigns, with respect to the property described in Exhibit "A-2" hereto and to any other property owned by such partnership which is added to the jurisdiction of the Association as provided herein, and to GL Partners, a Texas general partnership and its successors and assigns, with respect to the property described in Exhibit "A-3" hereto and to any other property owned by such partnership which is added to the jurisdiction of the Association as provided herein. "Declarants" shall refer to L.T.G. Corporation, LG Partners and GL Partners and their respective successors and assigns.

SECTION 5. "Eligible Mortgagee" shall mean and refer to the holder of a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien upon a Lot or Residential Unit who has provided his name and address to the Association in writing.

SECTION 6. "Lot" shall mean and refer to any unimproved portion of the Properties upon which it is intended that a Residential Unit be constructed, excluding all Tracts shown on a Subdivision Plat, but including lots hereafter created by a

replat of a Tract. "Lots" shall mean and refer to each Lot and all of them.

SECTION 7. "Member" shall refer to every person or entity which is an Owner.

SECTION 8. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units as provided in Article V hereof.

SECTION 9. "Neighborhood" shall mean and refer to a residential area within the Properties composed of similar types of Residential Units (for example, all townhomes or all condominiums), to a particular Subdivision, or to a designated portion of a particular Subdivision.

SECTION 10. "New Construction Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over all original construction on any portion of the Properties as provided in Article V hereof.

SECTION 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Properties, 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 12. "Properties" shall mean and refer to the real property within the jurisdiction of the Association, including initially the property identified in Exhibit "A-1", Exhibit "A-2" and Exhibit "A-3" hereto, and any additional lands added to the jurisdiction of the Association as provided herein.

SECTION 13. "Residential Unit" shall mean and refer to any improved property intended for use as a single family dwelling or as a townhouse, condominium unit, or patio, cluster or zero lot

line home, whether detached or attached, contained within the Properties.

SECTION 14. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on a Subdivision Plat, or as dedicated to the public or County of Fort Bend by separate instrument.

SECTION 15. "Subdivision" shall mean and refer to any subdivision of land within the Properties created by the filing of a map or plat thereof in the Office of the County Clerk of Fort Bend County, Texas, in the Map Records of said County.

SECTION 16. "Subdivision Plat" shall mean and refer to the recorded map or plat of a Subdivision.

SECTION 17. "Tract" shall mean and refer to any tract of land contained within the Properties other than Common Area and Lots.

ARTICLE II

THE COMMONWEALTH CIVIC ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been 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 restrictions contained herein, providing for the maintenance, preservation and architectural control of the Properties, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the Owners.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a board of five (5) directors (the "Board of Directors"), which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The directors need not be Members until the later to occur (i) twelve years after the date of the first annual meeting, or (ii) the

date the Class B membership ceases, after which time any directors appointed must be Members.

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

SECTION 4. VOTING. The Association shall have two classes of voting membership, Class A and Class B, as follows:

- (a) CLASS A. Class A Members shall be all Owners with the exception of the Class B Members. Class A Members shall be entitled to one vote for each Residential Unit for which they are the Owner. When more than one person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advice, the vote for such Residential Unit shall be suspended in the event more than one person seeks to exercise it.

Any Owner of a Residential Unit which is leased may assign the voting right appurtenant to such Residential Unit to the lessee thereof, and said lessee shall be entitled to exercise said voting right upon furnishing the Secretary of the Board of Directors with a copy of such written assignment. Owners of Tracts shall be entitled to one vote for each seven thousand five hundred (7500) square feet of land contained within such Tract. In the case said formula results in a fraction of a vote, said fraction shall be rounded up to one or down to zero, whichever number is closer. When more than one person holds such interest in any Tract, the vote for such Tract shall be exercised as they among themselves determine, and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advice, the vote(s) for such Tract shall be suspended in the event more than one person seeks to exercise it.

- (b) CLASS B. Class B Members shall be the Declarants and any successors or assigns of the Declarants who takes title for the purpose of developing and selling any portion of the property owned by one of the Declarants in the Properties and is designated as such in a recorded instrument executed by a Declarant. The Class B Members shall initially be entitled to an aggregate of Thirty-Six Hundred (3600) votes. This number shall be decreased by one (1) vote for each Class A vote existing from time to time. The total votes of the Class B Members shall be divided between the Class B members in such manner as they may agree upon, or if there is no other agreement, each of the three Declarants shall be entitled to

one-third (1/3) of the total votes of the Class. B Members.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equals or exceeds 2400 votes, (ii) on December 31, 2010; or (iii) when the Declarants record an instrument to such effect in the County Clerk Official Records of Fort Bend County, Texas. After the happening of these events, whichever occurs earlier, the Class B members shall be deemed to be Class A members entitled to one (1) vote for each Residential Unit and one (1) vote for each seven thousand five hundred (7,500) square feet of land area owned in a Tract.

SECTION 5. OFFICERS AND DIRECTORS. The Association shall indemnify every officer and director against any loss or damage, including a reasonable amount for attorney's fees, and court costs, incurred by such officer or director in connection with any action or suit involving a claim against such director or officer arising out of such person having been an officer or director, unless said officer or director is found by a court of competent jurisdiction to have acted in bad faith in the performance or attempted performance of his or her duties. The Association shall maintain adequate officers' and directors' liability insurance to fund this obligation.

SECTION 6. POWERS. In order to promote the health, safety, and welfare of the Owners, the Association shall have the right to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association in this Declaration, as the same may be amended from time to time as herein provided;
- (b) Fix, levy, collect and enforce payment of, by any lawful means, all charges and assessments pursuant to the terms of this Declaration; and to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provided, however, for so long as any of the Declarants own any Lot primarily for the purpose of sale or has the option to add additional property to the jurisdiction of the Association, the Association shall not exercise the powers specified in this paragraph without the consent of the Declarants;
- (e) Dedicate, sell or transfer all or any part of the Association's property to any public agency or authority; provided, however, for so long as any of the Declarants own any Lot primarily for the purpose of sale or has the option to add additional property to the jurisdiction of the Association, the Association shall not exercise the powers specified in this paragraph without the consent of the Declarants. Nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of its properties to public or private utility companies.
- (f) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional property, provided; however, for so long as any of the Declarants own any Lot primarily for the purpose of sale or has the option to add additional property to the jurisdiction of the Association, the Association shall not exercise the powers specified in this paragraph without the consent of the Declarants;
- (g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.
- (h) Establish and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (i) Suspend the voting rights and rights of use of the Common Area 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; and
- (j) Establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for a period not to exceed sixty (60) days for an infraction of such rules and regulations.

SECTION 7. INSURANCE. The Board of Directors shall obtain insurance (the premiums for which shall be a common expense payable from property assessments) for all insurable improvements on the Common Area, as follows (such insurance shall be in

amounts designated by the Board of Directors unless any such amount is specified in this Declaration):

- (a) Insurance on all insurable improvements on the Common Area against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof. The full insurable replacement cost of such improvements shall be determined annually by the Board of Directors who may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.
- (b) Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Area, and at least \$1,000,000.00 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.
- (c) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.
- (d) All insurance provided for herein shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating.

Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair

or reconstruction, as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless Members holding a majority vote of each class of voting membership in the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not exceed sixty (60) days.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Declarants hereby covenant, and each Owner by acceptance of a deed of any portion of the Properties, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association the following:

- (a) General assessments or charges. The general assessments or charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total general assessments or charges accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of

all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of, but not limited to, the following purposes: lighting, improving and maintaining streets, road and subdivision entryway signs, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein.

- (b) Special assessments for capital improvements. 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 construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment in any year which is in excess of fifty percent (50%) of the general assessment for such year shall have the assent of a majority of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) Neighborhood assessments. Neighborhood assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners within a given Neighborhood, and may include by way of illustration and not of limitation, security services, trash pickup services, maintenance and lighting. The Board of Directors is hereby empowered to establish a Neighborhood assessment for any Neighborhood if the Board of Directors is so authorized by (i) any supplemental amendment to this Declaration relating to such Neighborhood, or (ii) a written request by a majority of the Class A membership and a majority of the Class B membership in such Neighborhood. A maximum amount of such assessment may be set by said supplemental amendment or written request. Neighborhood assessments can only be assessed or levied against the property within such Neighborhood, and all expenses of the Association incurred in connection with such assessments shall be paid out of the proceeds of such Neighborhood assessment.

The assessments and charges described in paragraphs a, b and c above, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular property at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

The assessments authorized hereby shall be allocated equally among each Residential Unit and each seven thousand five hundred (7500) square feet of land contained in each Tract. In the case said formula results in a fraction, said fraction shall be rounded up to one or down to zero, whichever number is closer.

The judgment of the Board of Directors of the Association in establishing general assessments, special assessments, Neighborhood assessments (subject to compliance with the terms hereof) and other charges and in the expenditure of said funds shall be final and conclusive.

SECTION 2. ASSESSMENTS ON PROPERTY OWNED BY DECLARANTS AND BUILDERS. Property owned by the Declarants or Builders within the Properties shall be subject to the obligation of payment of the assessments provided for herein at a rate of fifty percent (50%) of the amount assessed against property within the Properties owned by Class A Members.

SECTION 3. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b) above shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of

proxies of Members entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all of the Properties on a date fixed by the Board of Directors. The first assessment shall commence on the first day of the month following the initial conveyance (whether by deed, lease or other grant) of Common Area to the Association, or on such other date as the Board of Directors selects. Such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose property is subject to assessment. On or before the 30th day of November in each year thereafter in which the Board of Directors determines an assessment should be levied for the following calendar year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against the Properties in the next calendar year. Written notice of the figure at which the Board of Directors has set the annual assessment shall be sent to every Owner whose property is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified property have been paid. A properly executed certificate of the Association as to the status of assessments on a particular property is binding upon the Association as of the date of its issuance. The Board of Directors shall have the

authority to designate a person or persons to act as agent on behalf of the Association to issue said certificates.

SECTION 5. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at a rate of interest to be specified by the Board of Directors, from time to time not to exceed the maximum applicable lawful rate of interest, or if no other rate is specified, at twelve percent (12%) per annum from the due date until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, 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 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 lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to the foregoing remedies the Board of Directors may suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association in excess of thirty (30) days.

SECTION 6. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each portion of the Properties

shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any mortgage securing funds advanced for the acquisition of land and/or the improvement thereof. Sale or transfer of any portion of the Properties shall not affect the lien in favor of the Association, provided, however, the sale or transfer of any portion of the Properties pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Properties or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 7. EXEMPT PROPERTY. All Common Area, all properties dedicated to, and accepted by, a local public authority and all properties owned by an 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 Residential Unit which is used as a residence shall be exempt from said assessments and charges.

SECTION 8. MAXIMUM ANNUAL ASSESSMENT. The general assessment described in Paragraph (a) of Section 1 of this Article shall not exceed, in any one year, the sum of \$500.00 (the "Maximum Annual Assessment") for each Residential Unit or for each 7,500 feet within a Tract (rounded up or down as set forth above), without the approval of a majority of the total votes of the Class A Members. The Maximum Annual Assessment shall automatically be increased on or before January 1, 1989 and January 1 of each year thereafter by an amount equal to the

greater of (i) ten percent (10%) of the Maximum Annual Assessment for the preceding calendar year, or (ii) the increase, (but not decrease) between the most recent Consumer Price Index, as hereinafter defined, figure published prior to the date of such adjustment and the Consumer Price Index figure published prior to the date of the previous adjustment. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, All Items, Houston, Texas (1967 equal 100), or the successor of such index. In the event the Consumer Price Index shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the Consumer Price Index, together with information which will make possible the conversion to the new index in escalating the Maximum Annual Assessments hereunder.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA AND EASEMENTS

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.

Subject to the provisions hereof, including specifically the power of the Association to establish user fees and rules and regulations governing the use of the Common Area, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to each portion of the Properties, owned by such Member.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants, and to such guests or other persons as may be permitted by the Association.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plats and/or as dedicated by separate instruments. Neither Declarants nor any 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 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

- (a). There is hereby reserved for the benefit of Declarants, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Fort Bend County, the City of Sugar Land, or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (i) all of the Common Area, and (ii) those portions of all Lots and all Residential Units as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds and facilities for the Properties or any portion thereof, and electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs, provided that such easements shall not unreasonably affect the developability, marketability or value of any Residential Unit. Such easements may be granted or accepted by Declarants, their successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarants own any Lot or Residential Unit primarily for the purpose of sale or have the option to add property to the jurisdiction of the Association pursuant to Section 7(a) of Article X hereof, the Board of Directors must obtain the written consent of Declarants prior to granting and accepting any such easements. To the extent possible, utility lines and facilities serving the Properties and located therein shall be located underground. Street lights, street signs and traffic signs will be located above ground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement reserved or granted hereby.
- (b) Declarants hereby grant to Fort Bend County, the City of Sugar Land, or such other governmental authority or agency as shall from time to time have jurisdiction over the Properties with respect to law enforcement and

fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Area for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENTS FOR ASSOCIATION. There is hereby reserved a general right and easement for the benefit of 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 Residential Unit 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 Lot or Residential Unit directly affected thereby.

SECTION 6. GAS APPLIANCES. If the minimum number of gas appliances are not installed in a Residential Unit in order to avoid the imposition of a nonutilization charge as established by Entex, Inc., the Builder of such Residential Unit shall pay the nonutilization charge established by Entex, Inc. within thirty (30) days following the date of completion of such nonutilizing Residential Unit.

ARTICLE V

ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the "The Commonwealth" and to protect and promote the value of the Properties, the Lots, the Residential Units, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article V and in Articles VI, VII and VIII hereof. Every grantee of any interest in the Properties by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of such Articles.

SECTION 2. NEW CONSTRUCTION COMMITTEE. The Board of Directors of the Association shall establish the New Construction Committee (sometimes hereinafter called the "NCC"), which shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and who shall conduct their operations strictly in accordance therewith. Until ninety-five percent (95%) of the real property described in Exhibits "A-1", "A-2", and "A-3" has been conveyed to purchasers in the normal course of development and sale, the Declarants retain the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarants. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC. The NCC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the NCC in performing its functions set forth herein.

The NCC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of original construction, shall be submitted to the NCC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation.

SECTION 3. MODIFICATIONS COMMITTEE. The Board of Directors of the Association shall establish the Modifications Committee (hereinafter sometimes called the "MC") which shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. Within four (4) years from the date of this Declaration, one member of the MC will be the Owner of a Residential Unit; within five (5) years from the date of this Declaration, two (2) members of the MC will be Owners of Residential Unit; and within six (6) years from the date of this Declaration, three (3) members of the MC will be Owners of Residential Units. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction resumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS.

- (a) No construction of improvements on any Lots or Residential Units shall be undertaken or conducted on Sundays, except for (i) construction activities of

Declarants, (ii) emergency situations involving the potential loss, injury, or damage to persons or property, and (iii) as otherwise permitted by the NCC or MC (sometimes being collectively referred to herein as the "Architectural Committees").

- (b) Construction of all Residential Units shall be completed within one (1) year of the commencement date of said construction. During the continuance of construction by an Owner, such Owner shall require its contractors to use their best effort to maintain the Lot or Residential Unit in a clean and uncluttered condition and, to the greatest extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

SECTION 5. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of "The Commonwealth", no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner other than Declarants, with respect to any other portion of the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the appropriate Architectural Committee, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot or Residential Unit) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the appropriate Architectural Committee as to the compliance of such plans and specifications with such design guidelines (the "Design Guidelines") as may be published by the Architectural Committees from time to time including the harmony of external design, location, and

appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the appropriate Architectural Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Architectural Committees 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 Committees 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 appropriate Architectural Committee, representatives of the appropriate Architectural Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot, Residential Unit, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the appropriate Architectural Committee shall determine that such plans and specifications have not been approved or are not being complied with, the appropriate Architectural 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 the appropriate Architectural Committee fails to approve or disapprove in writing any proposed

plans and specifications within sixty (60) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article V 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 materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Committees upon any ground which is consistent with the objects and purposes of this Declaration as defined in Design Guidelines which shall be promulgated by the Architectural Committees from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 6. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of "The Commonwealth", no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans therefor have been submitted to and approved in writing by the appropriate Architectural Committee. The provisions of Section 5 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, and so forth shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Weather permitting, each Residential Unit shall be fully landscaped within ninety (90) days from the date the Residential Unit comes into existence.

SECTION 7. APPROVAL NOT A GUARANTEE. No approval of plans and specifications and no publication of Design Guidelines shall be construed as representing or implying that such plans, specifications, or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and design

guidelines shall in no event be construed as representing or guaranteeing that any Residential Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarants, the Association, nor the Architectural Committees shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article V, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. PERMITTED USE. The Properties shall be used only for residential, recreational, office, retail, commercial and related purposes as shall more particularly be set forth in this Declaration, amendments hereto, or subsequently recorded supplemental amendments. In the event the Declarant shall fail to designate the use applicable to any portion of the Properties annexed as provided in Section 7 of Article X hereof within sixty (60) days of its platting in the Plat Records of Fort Bend County, Texas, then in that event, such undesignated, but platted portion of the Properties shall be used only for residential or recreational purposes. The Association, acting through the Board of Directors, shall have the right and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association.

SECTION 2. PROHIBITED USE. Industrial use of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of

fire or explosion. No activity or use shall be permitted on or with respect to the Properties which is determined by the Board of Directors to be obnoxious to or out of harmony with a distinctive community including, but not limited to any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation. No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided in Article V. No burning of rubbish or trash shall be permitted at any time outside any building, except in dumpsters appropriately screened from view. No storage area shall be permitted between any building on a Tract and the front property line of such property.

ARTICLE VII

GENERAL RESTRICTIONS FOR LOTS AND TRACTS

SECTION 1. TYPE OF CONSTRUCTION MATERIALS AND LANDSCAPE.

In addition to Design Guidelines promulgated by the NCC or the MC:

- (a) yellow or orange brick shall not be used except where permission is given in writing by the NCC or MC; and,
- (b) residents must use standard mailbox designs and colors, as approved by the NCC; and,
- (c) on front lawns and wherever visible from any streets, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, and birdhouses, fountains, or other decorative embellishments unless such specific items have been approved in writing by the NCC or MC; and,
- (d) all playground and recreational equipment pertaining to a Residential Unit shall be placed at the rear of the same; and,
- (e) no outside clothes line shall be permitted that is visible from any Street.

SECTION 2. ANTENNAS.

No exterior antennas of any type shall be erected, constructed, placed, or permitted to remain on any house, structure, improvement or building unless such antenna is located to the rear of the roof ridge line, gable or center line of the

principal building. No freestanding antennas whatsoever including, without limitation, satellite dishes shall be placed on any portion of the Properties without the prior written consent of the NCC; provided, however, any freestanding antennas approved by the NCC must be located behind the rear wall of the main improvement or building structure and must be screened from view by installation of approved fencing or other screening devices. No antennas, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the structure on which erected, nor shall be erected on a wooden pole.

The right is hereby reserved to the Board of Directors to erect master antennas, satellite dishes or similar master systems for the benefit of one (1) or more Neighborhoods or Tracts or for the benefit of all of the Properties.

SECTION 3. PETS AND ANIMAL HUSBANDRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in a Neighborhood, except that no more than a total of two (2) normal household pets may be kept in Residential Units, subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose within a Neighborhood.

SECTION 4. WINDOW AIR CONDITIONERS. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, except that the NCC or MC may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a Street, such permission to be granted in writing.

SECTION 5. PARTY WALLS. The following shall apply with respect to party walls:

- (a) Each wall which is built as a part of the original construction of any improvement upon the Properties and placed on the dividing line between two or more structures shall constitute a party wall, and, to the extent not inconsistent with the provisions of this

Section, the general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

- (b) The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) Notwithstanding any other provisions of this Section, an Owner who by negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (d). The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. RENTING OR LEASING. Improvements on Tracts or Residential Units may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner to comply with this Declaration and the rules and regulations promulgated, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall, at the option of the Board of Directors, be considered a default in the lease.

In the event that a lessee, occupant or person living with the lessee violates a provision of this Declaration or rules and regulations adopted by the Association, the Board of Directors shall have the power to bring an action or suit against the lessee and/or Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board of Directors shall also have the power to impose reasonable fines upon the lessee and/or Owner for any violation

by the lessee, occupant, or person living with the lessee of any duty imposed under this Declaration or the rules and regulations adopted by the Association, and to suspend the right of the Owner, lessee, occupant or person living with the lessee to use the Common Area.

SECTION 7. STORAGE AND REPAIR OF VEHICLES. No boat, boat trailer, boat rigging, motor home, trailer, truck larger than a pick-up, bus, inoperable automobile, or camper shall be parked or stored in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage and screened from public view; provided, however, a boat, boat trailer, boat rigging, motor home, trailer, and camper may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding forty-eight hours in any thirty day period for the purpose of loading or unloading but not repairs. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

SECTION 8. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

SECTION 9. 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, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to

removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 10. 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 11. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, provided, however, Declarants may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences and by contractors performing land development activities within the Properties for Declarants. Builders in a Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within such Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage.

SECTION 12. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 13. ROOF MATERIAL. The roof of any home constructed on a Lot shall be constructed or covered with asphalt or composition type shingles of 230# or heavier weight with a color that would approximate the color of weathered cedar

shingles. The decision of such comparison shall rest exclusively with the applicable Architectural Committee. Any other type roofing material shall be permitted only at the sole discretion of the applicable Architectural Committee upon written request.

SECTION 14. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat containing such Lot, and the erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles. All fences shall be a minimum of six (6) feet and a maximum of eight (8) feet in height, and constructed of cedar or pine which has been treated to last as long as cedar.

SECTION 15. GRASS AND SHRUBBERY. The Owner of each Residential Unit shall solid sod with grass the area between the front of his residence and the curb line of the abutting Street and the side yard of such Lot out to the curb on all corner Lots. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curbs, drives and walkways shall be kept edged. Dead or damaged trees, which might create a hazard to property or persons within a Subdivision, 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. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarants may designate fill areas into which materials specified by Declarants may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment, and mow and maintain the grass around such areas. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening

devices, and mow and maintain grass around such areas following reasonable advance notice to the Owner of such Lot.

SECTION 16. TRAFFIC SIGHT AREAS. No fence, wall, sign, 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 17. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. Any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites with the privilege of constructing improvements permitted herein; provided, however, all set back lines shown for such adjoining Lots on the Subdivision Plat and any other set backs established herein shall be complied with, no residence shall be erected on any building site having a width at the front of such site less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat containing such adjoining Lots, and no residence shall be erected on any building site unless said building site is a platted Lot.

SECTION 18. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivisions must be harmonious with the overall character and aesthetics of the community.

SECTION 19. DISPOSAL UNITS. Each kitchen in each Residential Unit shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 20. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Association.

SECTION 21. SIDEWALKS AND WHEELCHAIR RAMPS. Before the Residential Unit is completed on any Lot the Owner of such Lot shall construct a sidewalk four (4) feet in width parallel to the

street curb which shall extend from a projection of the Lot boundary line(s) into the street right-of-way and/or street curbs at corner Lots, including wheelchair ramps at all corners constructed in accordance with all local, state, and federal guidelines.

SECTION 22. ROOF STACKS. All roof stacks and flashings on any Lot must be painted to match the color of the house constructed on such Lot.

SECTION 23. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments unless such specific items have been approved in writing by the Modifications Committee.

SECTION 24. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot and must be placed behind a fence or otherwise screened from public view from any Street abutting the Lot.

SECTION 25. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Modifications Committee other than (a) one sign of not more than six (6) square feet advertising a particular Lot and residential structure on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot during the period of construction of a single family residential structure thereon; provided, however, no sign advertising a Lot and residential structure for sale shall contain the word "foreclosure" or any derivative of such word. The right is reserved by Declarants to construct and maintain, or to allow Builders within the Subdivisions to construct and maintain, signs, billboards and advertising devices on land they own as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarants and the Association shall have the right to erect and maintain

identifying signs at each entrance to the Subdivisions. "Bandit" signs, or signs of approximately four feet by six feet in area which are portable, or easily capable of having wheels attached and/or being removed, shall not be permitted in the Properties without the consent of the Modifications Committee.

In addition to any other remedies provided for herein, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot or Tract to remove any sign which violates this Section 25 provided the violating Owner has been given forty-eight hours' written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 26. OWNER'S MAINTENANCE. Each Owner and occupant, including lessees, shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all improvements on a Lot or Tract so owned or occupied (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, safe and first-class condition consistent with its original intended appearance. Unless expressly assumed by the Association, 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; the prompt removal of all paper, debris, refuse; the removal and replacement of dead and diseased trees and plantings from all areas of its property and 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 approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets.

If any improvement is damaged or destroyed, the Owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvement and landscape the property pursuant to a landscaping plan approved by the Modifications Committee.

ARTICLE VIII

.. ADDITIONAL RESTRICTIONS FOR COMMERCIAL PROPERTY

SECTION 1. DEFINITIONS. The following words, when used in this Article VIII, shall have the following meanings:

- (a) "Corner Tracts" are Tracts bounded on two sides by Streets;
- (b) "Front Tract Line" for each Tract shall be the boundary line of the Tract that abuts a Street, except as otherwise hereinafter provided for Corner Tracts;
- (c) "Occupant" shall mean any person legally entitled to occupy and use all or a portion of any Tract;
- (d) "Premises" means buildings, improvements and appurtenances and landscaping on a Tract;
- (e) "Primary Thoroughfare" means the planned four lane future road to be constructed across the Properties in an east-west direction and Knightsbridge Boulevard;
- (f) "Rear Tract Line" for each Tract means the boundary line of the Tract that is essentially opposite the Front Tract Line for such Tract;
- (g) "Secondary Thoroughfares" means any Street that is not a Primary Thoroughfare;
- (h) "Set Back Area" means the area between the boundary line of the Tract and any building, parking garage or parking area which is subject to the set backs as hereinafter provided; and
- (i) "Side Tract Lines" for each Tract means the boundary lines that bound the Tract between its Front and Rear Tract Lines.

SECTION 2. CONSTRUCTION STANDARDS. All buildings constructed on a Tract shall have exterior walls of face brick or of exposed aggregate concrete and/or glass or of an equivalent, permanent material. No building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel.

SECTION 3. BUILDING SET BACKS. Corner Tracts shall have two Front Tract Lines on the abutting Streets, and all other

boundary lines of Corner Tracts shall be Side Tract Lines. No improvements on or above natural ground level may be located within a Set Back Area.

- (a) Primary Thoroughfare. No street, building or other structure shall be erected on a Tract nearer than forty (40) feet to any Primary Thoroughfare, or nearer than ten (10) feet to any Side Tract Line, or ten (10) feet to any Rear Tract Line;
- (b) Secondary Thoroughfares. No street, building or other structure shall be erected on a Tract nearer than thirty (30) feet to any Secondary Thoroughfare, or nearer than ten (10) feet to any Side Tract Line, or ten (10) feet to any Rear Tract Line.

SECTION 4. PARKING. All parking calculations shall be based upon the net rentable square footage of a given building. Parking shall be provided in (a) the minimum ratio of one (1) paved, off-street passenger car parking space for each one thousand (1,000) square feet of warehouse building area, for each five hundred (500) square feet of manufacturing building area, and for each two hundred fifty (250) square feet of office building area, or (b) the minimum ratio of one (1) passenger car parking space for every two (2) employees, whichever ratio shall result in the greater number of parking spaces.

Parking shall be provided with a minimum ratio of one car parking space for each two hundred (200) square feet of retail shopping area, for each one hundred and sixty-seven (167) square feet of free-standing restaurant service area and sixty-seven (67) square feet of free-standing restaurant dining area, and one hundred and sixty-seven (167) square feet of professional medical building net rentable area.

No use shall be made of a Tract or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the parking facilities maintained therefor on the Tract.

Parking will not be permitted on any Street or at any place other than the paved parking spaces provided in accordance with the foregoing, and each Owner and Occupant shall be responsible for compliance by their respective employees and visitors.

In no event shall the ratios required by this Section 4 ever be less than the minimum required by any local ordinance having jurisdiction over such portion of the Properties.

SECTION 5. PARKING SETBACKS.

- (a) Garage. No parking garage structures shall be located between any building on a Tract and any Front Tract Line of such Tract. No parking garage structure shall be located closer than one hundred (100) feet from any Front Tract Line; provided, a parking garage structure with materials and adjacent landscaping as a building for the Tract may be located not closer than forty (40) feet from any Front Tract Line. Parking garage structures may be located not closer than five (5) feet from any Rear Tract Line or Side Tract Line of such Tract.
- (b) Surface. Except as otherwise provided by this Subparagraph (b), no surface parking areas on a Tract shall be located closer than (i) twenty-five (25) feet from any Front Tract Line of such Tract that abuts and runs parallel to a Primary Thoroughfare; (ii) twenty-five (25) feet from any Front Tract Line of such Tract that abuts and runs parallel to a Secondary Thoroughfare; and (iii) five (5) feet from any Side Tract Line or the Rear Tract Line of such Tract.
- (c) If the provisions of this Section 5 ever shall be construed to create more than one Set Back Line along any boundary line of a Tract, the Set Back Line which creates the larger Set Back Area shall prevail.

SECTION 6. LANDSCAPING

- (a) All areas of a Tract not otherwise improved shall be landscaped in accordance with guidelines adopted by the New Construction Committee.
- (b) The landscaping work shall be completed within thirty (30) days after the earlier to occur of substantial completion of the first building located on a Tract or the initial occupancy of such building. If weather or construction conditions do not permit the completion of the landscaping as herein provided, then same shall be completed as soon thereafter as such conditions permit. If the Owner shall fail to complete the landscaping work as herein provided, then such work may be performed by the Association.
- (c) An Owner shall provide reasonable protection (including the erection of barricades) for existing trees on such Owner's Tract at all times during the construction and installation of improvements thereon.
- (d) If a Tract is sold by an Owner, and if the transferee does not commence construction of improvements within six (6) months of the date of acquisition of the Tract, the transferee Owner shall landscape that part of its Tract located within forty (40) feet of all Front Tract Lines with an appropriate ground cover, such as grass or sod, and not less than one 3.5 inch caliper tree per 500 square feet of land area within such part of the Tract that is required by this Section 6 to be landscaped. Thereafter, the transferee Owner shall maintain such ground cover and trees in a clean, neat

and safe condition, keep same free of weeds and mowed until the commencement of construction of improvements.

SECTION 7. SIGNAGE.

- (a) All signs shall be of a design and material conforming to the requirements adopted by the New Construction Committee ("Sign Guidelines"). Temporary site identification, construction, and leasing signage are also specifically subject to the requirements of the Sign Guidelines.
- (b) Any sign erected in violation of the Sign Guidelines shall be removed within five (5) days of receipt of written notice from the Association demanding such removal. If the Owner of the Tract on which such sign is located fails to remove such sign within such five (5) day period, the Association shall have the right (but not the obligation) to enter upon the Tract and remove such sign. The cost of such removal shall be assessed against and paid by such Owner.

SECTION 8. Screening. The right of any Owner of a Tract or Occupant to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, or the like equipment in the open or exposed to public view, or view from adjacent buildings. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened (including berming) from view. Said screen shall be of a height at least equal to that of the materials or equipment being stored but in no event less than six (6) feet in height. Added screening must also be provided to shield such stored materials and equipment from view from adjacent buildings.

No storage of rubbish or trash shall be permitted at any time outside any building, except in dumpsters screened from view by permanent walls of a height at least two (2) feet higher than the dumpsters, but in no event less than six (6) feet. Such walls shall be constructed of concrete, steel, or masonry compatible with the approved building and shall have a permanent gate for access to the storage area, which gate shall not be visible from a Front Tract Line. No storage area shall be permitted between any building on a Tract and the Front Tract Line of such Tract.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communications towers, vents and any other structures or equipment shall be architecturally compatible or effectively shielded from public view by an architecturally sound method.

SECTION 9. Roof Top Equipment. All equipment mounted on the roof of any building that is located within any Tract shall be screened on all sides with material compatible with the exterior surface of said building.

SECTION 10. Illumination. All surface parking areas, driveways, and the front sides of all buildings constructed on a Tract shall have exterior illumination facilities as part of the landscaping plan. Upon completion of the landscaping work the illumination facilities for such buildings shall remain in full operation until 10:00 p.m. each night and the illumination facilities for such surface parking areas and driveways shall remain in full operation until 10:00 p.m. each night.

SECTION 11. MAINTENANCE. The Owner and Occupant of any Tract shall have the duty of and responsibility for keeping the Tract and Premises in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Association, the Owner or Occupant is failing in this duty and responsibility, then the Association may give the Owner or Occupant, or both, notice of such fact, and the Owner or Occupant must, within ten (10) days of such notice, undertake the care and maintenance required to restore the Tract and Premises to a safe, clean and attractive condition. If the Owner or Occupant fails to fulfill his duty and responsibility after such notice, then the Association shall have the right and power to perform such care and maintenance, and the Owner or Occupant (and both of them) shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof.

SECTION 12. LOADING DOCKS. Any loading docks built or maintained on the Street side of any building on a Tract must be set back at least fifty (50) feet from such Street. Loading

docks must be screened with a fence or by landscaping planted between the loading docks and the Streets adjoining the side of the building not facing the Street. No loading docks can be built facing a Primary Thoroughfare.

SECTION 13. FAILURE OF DUTIES OR RESPONSIBILITIES. If, in the reasonable opinion of the Association, any Owner or Occupant has failed to pay any sums owing to it under Sections 6, 7 and 11 of this Article, within thirty (30) days after delivery of a statement for such work performed by the Association, said indebtedness shall be a debt of Owner and Occupant, jointly and severally, and shall constitute a lien against the Tract on which said work was performed; provided, however, that such lien shall be automatically subordinated to any tax liens, liens for purchase money and/or development costs and all sums unpaid on a first deed of trust lien of record which shall not include a deed of trust that secures a debt secured by a first deed of trust lien, including "wrap around" and "all inclusive" financing, with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind the Tract and be secured by the lien herein provided. To evidence such lien the Association, may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner affected by such lien, and a description of his ownership interest. Such notice may be recorded in the office of the County Clerk of Fort Bend County, Texas. Such lien shall attach from the date the sum secured by same becomes due and payable. Such lien may be enforced by the Association through a judicial foreclosure sale of the defaulting Owner's interest in the Tract with respect to which the default occurred. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys fees. The Association shall have the power to bid on the Owner's interest in the Tract.

ARTICLE IX

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 the owners of a majority of the Lots in the Properties has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court 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 3. GENDER AND GRAMMER. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration 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 5. REPLATTING. Declarant shall have the right, by platting or in any other lawful manner, to create Lots out of any Tract contained within the Subdivisions and in the event Declarant does so such Lots shall thereafter be subject to these restrictions in the same manner as all other Lots in the Subdivisions.

SECTION 6. AMENDMENT. Prior to the sale of the first Residential Unit, this Declaration may be amended by the Declarants with the written consent of the Third Party Beneficiary (hereinafter defined). Thereafter this Declaration

may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total votes of each class of Members of the Association and the written consent of the Third Party Beneficiary. Any amendment must be recorded in the Office of the County Clerk of Fort Bend County, Texas. No amendment may remove, revoke, or modify any right or privilege of Declarants without the written consent of Declarants or the assignee of such right or privilege.

SECTION 7. ANNEXATION.

(a) Upon obtaining ownership of such property, or any portion thereof, Declarants, or any other person with the written consent of Declarants, shall have the unilateral right to subject all or any portion of the real property described in Exhibit "B" attached hereto and incorporated herein to the provisions of this Declaration and annex such property into the jurisdiction of the Association by filing a supplemental amendment to this Declaration in the real property records of Fort Bend County, Texas. Such supplemental amendment shall not require the approval or vote of any person other than the owner of the property to be annexed. Declarants shall have the right to unilaterally transfer or assign their rights hereunder to any other developer of any portion of the real property described in Exhibit "B" hereto.

(b) Property other than the real property described on Exhibit "B" hereto may be subjected to the provisions of this Declaration and annexed into the jurisdiction of the Association by recorded restrictions upon the written consent or affirmative vote of a majority of the vote of the Class A Members present or represented by proxy at a meeting duly called for such purpose and the affirmative vote or written consent of a majority of the total vote of the Class B Members.

(c) The Owners of land in annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided

that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform basis, consistent with the provisions of this Declaration.

SECTION 8. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated 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.

SECTION 9. DISSOLUTION. Upon dissolution of the Association, other than incident to a merger or consolidation, 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.

SECTION 10. SPECIAL FHLMC PROVISION. So long as required by The Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of any other provisions of this Declaration. Unless two-thirds (2/3) of the Eligible Mortgagees or Owners give their consent and subject to the condition that any proposed action of the Association purportedly covered by the following requirements must be material, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (as

to which approval of at least eighty percent (80%) of the Eligible Mortgages is required; the granting of easements for public utilities or for other public purposes consistent with the intended use of the Development shall not be deemed a transfer;

- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area;
- (d) assign any future income of the Association, including its right to receive assessments;
- (e) fail to maintain fire and extended coverage insurance on assets owned by the Association, as required by this Declaration; or
- (f) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such properties.

The provisions of this Section 10 shall not be construed to reduce the percentage vote that must be obtained from Eligible Mortgagees or Owners when a larger percentage vote is otherwise required for any of the actions contained in this Section.

SECTION 11. THIRD PARTY BENEFICIARY. Declarants hereby acknowledge and agree that Sugarland Properties Incorporated, a Texas corporation ("Third Party Beneficiary"), is an intended third party beneficiary of the covenants, conditions and restrictions contained in this Declaration.

SECTION 12. ENFORCEMENT. The Association, any Owner, or the Third Party Beneficiary 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, any Owner, or the Third Party Beneficiary to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same

grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or Tract to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, or the Design Guidelines. Except in the case of emergency situations, towing, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

ARTICLE X.

LIENHOLDER

Commonwealth Savings Association, the owner and holder of a lien or liens covering the land described in Exhibit "A-1", "A-2", and "A-3" attached hereto, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions upon such land.

IN WITNESS WHEREOF, this Declaration is executed as of the 20th day of April, 1987.

L.T.G. CORPORATION,
a Texas corporation


By: [Signature]

Its: PRESIDENT


LG PARTNERS, a Texas general
partnership

By: [Signature]
H. M. Lingle, general partner


By: 
S. J. Gaído, III, general partner

By: 
L. E. Tuffly, general partner

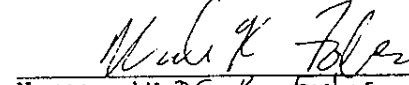
GL PARTNERS, a Texas general partnership

By: 
H. M. Lingle, general partner

By: 
S. J. Gaído, III, general partner

By: 
L. E. Tuffly, general partner

COMMONWEALTH SAVINGS ASSOCIATION

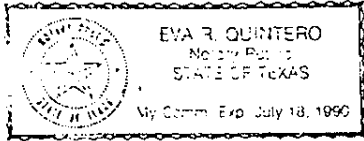
By: 
Name: WADE K. Forbes
Title: Vice President

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on April 20th, 1987 by H. M. Lingle, President of L.T.G. Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)



Eva R. Quintero
Notary Public in and for
the State of Texas

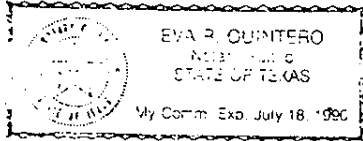
Eva R. Quintero
Name printed or typed
My commission expires: 7-18-90

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on April 20th, 1987 by H. M. Lingle, S. J. Gaido, III, and L. E. Tuffly, general partners of LG Partners, a Texas partnership, on behalf of said partnership.

(SEAL)



Eva R. Quintero
Notary Public in and for
the State of Texas

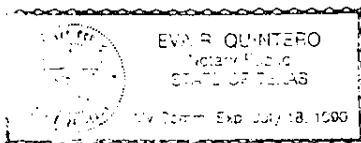
Eva R. Quintero
Name printed or typed
My commission expires: 7-18-90

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on April 20th, 1987 by H. M. Lingle, S. J. Gaido, III, and L. E. Tuffly, general partners of GL Partners, a Texas general partnership, on behalf of said partnership.

(SEAL)



Eva R. Quintero
Notary Public in and for
the State of Texas

Eva R. Quintero
Name printed or typed
My commission expires: 7-18-90

THE STATE OF TEXAS I
COUNTY OF HARRIS I

This instrument was acknowledged before me on the 20 day of April, 1987, by Wade K. Forbis, Vice President of Commonwealth Savings Association, a Texas savings and loan association, on behalf of Commonwealth Savings Association.

(SEAL)



Sandra K. Parrish
Notary Public in and for the
State of Texas
Sandra K. Parrish
Name printed or typed
My commission expires: 6-18-90

METES AND BOUNDS DESCRIPTION
OF A 137.0162 ACRE TRACT OF LAND
OUT OF THE WILLIAM STAFFORD LEAGUE, ABSTRACT 89
AND OUT OF THE ELIJAH ALCORN LEAGUE, ABSTRACT 1
FORT BEND COUNTY, TEXAS

Being a 137.0162 acre tract of land out of the William Stafford League, Abstract 89, and out of the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas; being out of and a portion of that certain 199.224 acre tract of land as recorded in Volume 607, Page 93 of the Deed Records of Fort Bend County, Texas; and being all that certain 75.000 acre tract of land as recorded in Volume 1402, Page 748 of the Deed Records of Fort Bend County, Texas; said 137.0162 acres of land being more particularly described by metes and bounds as follows:

Beginning at a found 3/4-inch iron pipe for corner marking the Northwest corner of said 199.224 acre tract of land and being in the South line of a 3448.863 acre tract of land as recorded in Volume 607, Page 101 of the Deed Records of Fort Bend County, Texas, and being the Northeast corner of said 75.000 acre tract of land, and also being in the common line of the William Stafford League, Abstract 89, and the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas;

THENCE North 86° 49' 20" East with the South line of said 3448.863 acre tract of land and the North line of said 199.224 acre tract of land, 1829.89 feet to a found 5/8-inch iron rod for corner in the West line of a Houston Lighting and Power Company Fee Strip as recorded in Volume 357, Page 232 of the Deed Records of Fort Bend County, Texas;

THENCE with the West line of said Fee Strip as follows:

- South 02° 15' 10" East, 605.21 feet to a found 1/2-inch iron rod for corner;
- South 47° 22' 56" West, 1830.76 feet to a point for corner;
- South 02° 18' 16" West, 817.10 feet to a point for corner;

THENCE South 86° 14' 07" West, 330.62 feet to a found 2-inch iron pipe for corner being the Northeast corner of Maranatha Farms Subdivision as recorded at Slide Number 633-B of the Map Records of Fort Bend County, Texas and in the common line of said Leagues;

THENCE North 03° 07' 29" West with the common line of said Leagues, 1305.93 feet to a point for corner at the Southeast corner of said 75.000 acre tract;

THENCE South 86° 18' 06" West with the South line of said 75.000 acre tract, 2518.71 feet to a found 5/8-inch iron rod for corner at the Southwest corner of said 75.000 acre tract;

THENCE North 04° 11' 59" West with the West line of said 75.000 acre tract, 1302.93 feet to a found 5/8-inch iron rod for corner at the Northwest corner of said 75.000 acre tract and in the South line of said 3448.883 acre tract;

137.0162 Acre Tract
Page Two

THENCE North 86° 50' 31" East with the common line of said tracts, 2543.05 feet to the PLACE OF BEGINNING; containing 137.0162 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

Combined Tracts 4 and 7
1643-08/88000
JG/dc
March 25, 1987

METES AND BOUNDS DESCRIPTION
OF A 320.6884 ACRE TRACT OF LAND
OUT OF THE ELIJAH ALCORN LEAGUE, ABSTRACT 1
FORT BEND COUNTY, TEXAS

Being 320.6884 acres of land out of the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas; and being all that certain 261.505 acre tract of land as recorded in Volume 696, Page 711 of the Deed Records of Fort Bend County, Texas; and being all that certain 58.408 acre tract of land as recorded in Volume 1035, Page 526 of the Deed Records of Fort Bend County, Texas; said 320.6884 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron pipe in concrete marking the Northeast corner of said 261.505 acre tract of land and being the Northwest corner of a 54.953 acre tract of land as recorded in Volume 1402, Page 736 of the Deed Records of Fort Bend County, Texas, and being in the South line of a 3448.883 acre tract of land as recorded in Volume 607, Page 101 of the Deed Records of Fort Bend County, Texas;

THENCE South 46° 49' 22" West, 115.24 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE South 12° 20' 38" West, 191.46 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE South 06° 15' 37" East, 248.82 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 31° 05' 36" East, 155.28 feet to a found 5/8-inch iron rod for corner;

THENCE South 40° 22' 13" East, 192.53 feet to a found 1-inch iron pipe for corner;

THENCE South 45° 41' 43" East, 534.82 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 19° 47' 46" East, 99.13 feet to a found 1-inch iron pipe in concrete for corner;

THENCE South 33° 10' 03" West, 186.81 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 48° 13' 52" West, 113.96 feet to a found 5/8-inch iron rod for corner;

THENCE North 36° 07' 48" West, 290.26 feet to a point for corner;

THENCE South 53° 53' 34" West, 150.09 feet to a point for corner;

THENCE South 36° 07' 48" East, 290.34 feet to a point for corner;

THENCE South 53° 51' 39" West, 149.72 feet to a point for corner;

THENCE North 36° 09' 18" West, 290.43 feet to a point for corner;

THENCE South 53° 53' 34" West, 150.09 feet to a point for corner;

THENCE South 36° 09' 18" East, 290.51 feet to a found 5/8-inch iron rod for corner;

THENCE South 47° 14' 55" West, 308.01 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 25° 44' 36" West, 290.15 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 73° 16' 36" East, 1832.62 feet to a found 1/2-inch iron pipe in concrete for corner;

THENCE South 04° 11' 20" East, 181.47 feet to a point for corner;

THENCE North 86° 18' 05" East, 3897.51 feet to a point for corner in the East line of the Elijah Alcorn League;

THENCE South 03° 07' 29" East with said East line, 653.87 feet to a found 2-inch iron pipe for corner being the Northeast corner of Maranatha Farms Subdivision as recorded at Slice Number 633-B of the Map Records of Fort Bend County, Texas;

THENCE with the North line of said Subdivision as follows:

- South 86° 14' 07" West, 881.65 feet to a found 1-1/4-inch galvanized iron pipe for corner;
- South 86° 18' 36" West, 3003.71 feet to a found channel from the corner at the Northwest corner of said Subdivision;

THENCE South 04° 14' 52" East, with the West line of said Maranatha Farms Subdivision, 944.89 feet to a found 1-1/2-inch iron pipe for corner;

THENCE South 02° 56' 35" East, with the West line of two called 16.323 acre tracts of land as recorded in Volume 1230, Page 37 of the Deed Records of Fort Bend County, Texas, 924.02 feet to a found 2-inch iron pipe for corner in the South line of the Elijah Alcorn League;

THENCE South 86° 39' 29" West with said South line of the Elijah Alcorn League, 3168.42 feet to a found 1-inch iron pipe for corner;

THENCE North 01° 59' 19" West, 4504.28 feet to a found 1-inch iron pipe for corner;

320.6884 Acre Tract
Page Two

THENCE North 87° 19' 49" East with the South line of said 3448.883 acre tract of land, 1767.02 feet to the PLACE OF BEGINNING; containing 320.6884 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

Combined Tracts 1 and 6
1643-08/8817D
JG/dc
March 25, 1987

METES AND BOUNDS DESCRIPTION
OF A 113.3880 ACRE TRACT OF LAND
OUT OF THE ELIJAH ALCORN LEAGUE, ABSTRACT 1
FORT BEND COUNTY, TEXAS

being 113.3880 acres of land out of the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas; and being all that certain 54.953 acre tract of land as recorded in Volume 1402, Page 736 of the Deed Records of Fort Bend County, Texas; and being all that certain 58.433 acre tract of land as recorded in Volume 1402, Page 736 of the Deed Records of Fort Bend County, Texas; said 113.3880 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron pipe for corner marking the Northeast corner of said 54.953 acre tract of land and being in the South line of a 3448.883 acre tract of land as recorded in Volume 607, Page 101 of the Deed Records of Fort Bend County, Texas;

THENCE South 04° 11' 34" East, 1293.61 feet to a found 5/8-inch iron rod for corner;

THENCE North 86° 18' 05" East, 1391.22 feet to a found 5/8-inch iron rod for corner;

THENCE North 86° 18' 06" East, 2518.71 feet to a point for corner in the East line of the Elijah Alcorn League;

THENCE South 03° 07' 29" East with said East line, 652.06 feet to a point for corner;

THENCE South 86° 18' 05" West, 3897.51 feet to a point for corner;

THENCE North 04° 11' 20" West, 181.47 feet to a found 1/2-inch iron pipe in concrete for corner;

THENCE South 73° 16' 36" West, 1832.62 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 25° 44' 36" East, 290.15 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 47° 14' 55" East, 308.01 feet to a found 5/8-inch iron rod for concrete for corner;

THENCE North 53° 51' 39" East, 449.90 feet to a found 5/8-inch iron rod for corner;

THENCE North 48° 13' 52" East, 113.96 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 33° 10' 03" East, 186.81 feet to a found 1-inch iron pipe in concrete for corner;

THENCE North 19° 47' 46" West, 99.13 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 45° 41' 43" West, 534.82 feet to a found 1-inch iron pipe for corner;

THENCE North 40° 22' 13" West, 192.53 feet to a found 5/8-inch iron rod for corner;

THENCE North 31° 05' 36" West, 155.28 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE North 06° 15' 37" West, 248.82 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE North 12° 20' 38" East, 191.46 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE North 46° 49' 22" East, 115.24 feet to a found 1/2-inch iron pipe in concrete for corner in the South line of said 3448.883 acre tract of land;

THENCE North 87° 17' 16" East with said South line, 1247.89 feet to the PLACE OF BEGINNING; containing 113.3880 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

Combined Tracts 2 and 5
1643-06/8819D
JG/dc
March 25, 1987

METES AND BOUNDS DESCRIPTION
OF A 41.8183 ACRE TRACT OF LAND
OUT OF THE ELIJAH ALCORN LEAGUE, ABSTRACT 1
FORT BEND COUNTY, TEXAS

Being 41.8183 acres of land out of the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas; and being all that certain 41.818 acre tract of land as recorded in Volume 1402, Page 702 of the Deed Records of Fort Bend County, Texas; said 41.8183 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron pipe marking the Northeast corner of a 54.953 acre tract of land as recorded in Volume 1402, Page 736 of the Deed Records of Fort Bend County, Texas, and being in the West line of said 41.818 acre tract of land, and being in the South line of a 3448.883 acre tract of land as recorded in Volume 607, Page 101 of the Deed Records of Fort Bend County, Texas;

THENCE North 04° 11' 51" West, 22.44 feet with said South line to a point for corner;

THENCE North 86° 50' 31" East, 1391.23 feet with said South line to a found 5/8-inch iron rod for corner;

THENCE South 04° 11' 59" East, 1302.93 feet to a found 5/8-inch iron rod for corner;

THENCE South 86° 18' 05" West, 1391.22 feet to a found 5/8-inch iron rod for corner;

THENCE North 04° 11' 34" West, 1293.61 feet to the PLACE OF BEGINNING; containing 41.8183 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

Newlin Tract
1642-08/05890
JG/dc
December 24, 1985

METES AND BOUNDS DESCRIPTION
OF A 1.0003 ACRE TRACT OF LAND
OUT OF THE ELIJAH ALCORN LEAGUE, ABSTRACT 1
FORT BEND COUNTY, TEXAS

Being 1.0003 acres of land out of the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas; and being all that certain 1.0 acre tract of land as recorded in Volume 544, Page 30 of the Deed Records of Fort Bend County, Texas; said 1.0003 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe in concrete marking the Northeast corner of a 261.505 acre tract of land as recorded in Volume 696, Page 711 of the Deed Records of Fort Bend County, Texas, also being the Northwest corner of a 54.953 acre tract of land as recorded in Volume 1402, Page 736 of the Deed Records of Fort Bend County, Texas;

THENCE South 46° 49' 22" West, 115.24 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE South 12° 20' 38" West, 191.46 feet to a found 3/4-inch galvanized iron pipe in concrete for corner;

THENCE South 06° 15' 37" East, 248.82 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 31° 05' 36" East, 155.28 feet to a found 5/8-inch iron rod for corner;

THENCE South 40° 22' 13" East, 192.53 feet to a found 1-inch iron pipe for corner;

THENCE South 45° 41' 43" East, 534.82 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 19° 47' 46" East, 99.13 feet to a found 1-inch iron pipe in concrete for corner;

THENCE South 33° 10' 03" West, 186.81 feet to a found 3/4-inch iron pipe in concrete for corner;

THENCE South 48° 13' 52" West, 113.96 feet to a found 5/8-inch iron rod for corner and being the PLACE OF BEGINNING for the herein described tract;

THENCE South 53° 51' 39" West, 150.09 feet to a point for corner;

THENCE North 36° 07' 48" West, 290.34 feet to a point for corner;

THENCE North 53° 53' 34" East, 150.09 feet to a point for corner;

1.0003 Acres
Page Two

THENCE South 36° 07' 48" East, 290.26 feet to the PLACE OF BEGINNING;
containing 1.0003 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

Edward Gallway Tract
1642-08/06010
JG/mrp
December 26, 1985