

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS :

WHEREAS, ROBERT N. VICKERS is the owner of all that certain tract of land comprising 48.8962 acres in the Samuel Young Survey, Abstract 942, in Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof as if fully set forth, (the "property");

WHEREAS, ROBERT N. VICKERS, joined herein pro forma by his wife, EVELYN VICKERS, do hereby desire to provide for the preservation of the values and amenities of this property and, to this end, subject the property, as a whole and the separate tracts that it may become subdivided into, to the covenants, conditions and restrictions hereinafter set forth for the benefit of the owner or owners thereof;

WHEREAS, ROBERT N. VICKERS, joined herein pro forma by his wife, EVELYN VICKERS, hereby declare that the property is held, and shall hereafter be conveyed subject to the covenants, conditions and restrictions as hereinafter set forth. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in said property, or a portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, the undersigned, the record owner of the fee simple title to the property do hereby make and file the following Declaration of Covenants, Conditions and Restrictions :

I. Definitions

The following words, when used herein, shall have the following meanings :

A. "Property" or "Subdivision" shall refer to the property herein described and as set forth on Exhibit "A" attached hereto that shall be subject to these covenants, conditions and restrictions.

B. "Owner" or "Declarant" shall refer to Robert N. Vickers et ux, their successors and/or assigns, or their designated representative, or such architectural control committee as may be established, as the case may be.

C. "Lot" or "Tract" shall refer to any portion of the property as subdivided subject to the provisions herein contained.

D. "Association" or "Organization" shall refer to any association of property owners that may be created in the future for the purposes of enforcing, amending or otherwise dealing with the provisions contained herein.

E. "Street" or "Road" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare providing access to or through the property.

F. "Covenants", "Conditions" or "Restrictions" shall refer to these covenants, conditions and restrictions as stated herein.

G. "Lot owner" or "member" shall mean any individual or other entity that shall own a lot in the subdivision subject to this Declaration.

II. Architectural Control

A. No building or other improvements shall be constructed, erected, placed or altered on any lot, no clearing of a lot shall be commenced, and no exterior alteration shall be made until the site plan, the schematic plan and the final design plans, including specifications, floor plan and elevation, have been submitted to and approved in writing by Declarant (or their designated representative, or such architectural control committee as may be established), as to conformity and harmony of external design and location in relation to surrounding structures and topography and as to the quality of materials in conformance with the restrictions. The Builder or contractor engaged for the purpose of construction or alteration of any building or improvement shall be subject to the approval of Declarant (or their designated representative, or such architectural control committee as may be established). If in the opinion of the Declarant (or their designated representative, or such architectural control committee as may be established) the exterior of any building or improvement is in need of repair or maintenance, Declarant or said representative or committee shall notify the lot owner thereof in writing of the need of such repairs or maintenance and may enforce this covenant in the same manner as set forth herein or as may be provided by law in order to compel said needed repair or maintenance.

B. All materials used in the exterior construction of any building or improvement must be approved by Declarant before any structure may be erected and only new construction

materials shall be used. No concrete blocks shall be used in said construction and all buildings shall be built on slab or solid concrete beam foundation. In no event shall any old house or building be moved onto a lot. The exterior construction of any structure or improvement, including the primary residence, a garage, porch, barn or other structure or appendage thereof, shall be completed within six (6) months after the commencement of construction.

C. The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) must be approved by Declarant and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18) inches.

D. In the event Declarant or their designated representative or such architectural control committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, and if no suit to enjoin the erection of such building or the making of such alteration has commenced prior to the completion thereof, such approval shall not be required, and this covenant will be deemed to have been fully complied with. Notice of disapproval shall be delivered in person or by registered mail, addressed to the purchaser's or lot owner's last known address, and which said notice shall set forth in detail the elements disapproved and the reason(s) therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters or things disapproved. The judgment of the Declarant, committee or other supervising authority shall in all manners be conclusive.

III. Property Owners' Association

A. Declarant and/or the lot owners may cause to be created an organization of property owners. The principal purposes of the Association shall be the collection, expenditure and management of the maintenance assessment funds, enforcement of the restrictions, providing for the maintenance, preservation and architectural control within the subdivision, and the maintenance, preservation and control of the common elements, if any.

B. The Association shall act through a Committee or Board of not less than three (3) Directors, which shall manage the affairs of the Association as specified herein.

C. Every owner of a lot or portion of the property shall be a member of the Association. No lot owner shall have more than one membership. Membership shall be appurtenant to and not separated from ownership of the land which is subject to assessment by the Association and

shall automatically pass with the title to the lot.

D. Members shall be owners and shall be entitled to one vote for each lot owned. When more than one person or entity shall hold an interest in a lot, all such persons shall be members, but in no event shall they be entitled to cast more than one vote with respect to that particular lot.

IV. Use Restrictions

A. Each and every lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial or manufacturing use shall be permitted on any lot, even though such business, professional, commercial or manufacturing use be subordinate or incident to the use of the property as a residence. Only one residential dwelling may be constructed upon a lot and no dwelling shall be converted or otherwise used as a duplex, apartment house or other multiple family dwelling, nor shall any residence be used or advertised for use as a hotel or other place of abode for transient persons. No trees shall be cut on any lot without the prior written consent of Declarant if Declarant has sold the property on a contract for deed and until said contract is paid in full.

B. All residential dwellings erected on any lot shall have an interior area of not less than 2000 square feet, unless otherwise approved by Declarant.

C. No building or structure shall be occupied or used until the exterior thereof is completely finished.

D. No building or structure, including roof overhang, shall be erected on any lot nearer than five (5) feet from any survey line.

E. Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash shall be kept in covered sanitary containers. Any equipment for storage or disposal of such garbage or waste materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

F. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall any thing be done on any lot which may be or become a nuisance in the area. A nuisance shall

include, but not be limited to, parking a truck larger than one (1) ton; motor vehicles not properly licensed and/or inoperable; storage of junk; use of the lot as a junk or wrecking yards or for storage of vehicles that are used for parts; burning or noxious or odorous material or conditions.

G. Certain easements are reserved over and across the property as indicated on the survey and as set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of the property, any lot or tract, or any portion thereof, are hereby made subject to such easements. The easements also include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs on the property or any lot.

H. No trailer, mobile home, manufactured home, modular home, tent or shack shall be moved upon or built upon any lot nor shall any garage or other outbuilding be used a temporary or permanent residence. No boat, mobile home, RV, inoperable vehicle, trailer or truck larger than one (1) ton may be parked or kept on or about any lot, or on any street in front of or on the side of any lot, unless such vehicle is stored within a garage or screened, which screening must be approved by Declarant. No lot owner nor any visitor or guest shall be permitted to perform work on automobiles or other vehicles in the street other than work of a temporary nature. For this purpose, "temporary" shall mean that the vehicle shall not remain in the street in excess of forty-eight (48) hours.

I. No pigs, poultry or livestock of any kind other than six (6) horses, six (6) cows, four (4) dogs, and/or four (4) cats, may be kept on the property or any lot.

J. All fences built of ~~lumber~~ metal shall be painted with at least two (2) coats of paint ~~and~~ and maintained so as to appear neat and presentable at all times. No barbed wire fences are allowed.

K. No signs shall be permitted except one sign advertising the property for sale or lease or signs used by a builder or contractor to advertise upon the property during the construction and/or sales period only.

L. No driveways or roadways may be constructed on any lot or tract that will furnish access to any adjoining tract of land without the prior written consent of Declarant.

M. No lot or tract may be subdivided further or resubdivided without the prior written consent of Declarant. Any such further subdividing or resubdividing shall comply with any and all applicable laws, regulations and ordinances.

N. The use or discharge of firearms or explosives are expressly prohibited within the property or on or about any lot.

O. No building materials or debris of any kind shall be placed or stored upon any lot except during constructions. Building materials or debris shall not be placed or allowed on or about the streets or roadways.

P. Swimming pools, guest houses and barns shall be allowed on property subject to Architectural control by "Declarant".

V. Maintenance assessments

All assessments to property to be done by homeowners on a volunteer basis.

VI Duration of Covenants, Conditions and Restrictions.

These covenants, conditions and restrictions shall run with the land and shall remain in full force and effect and be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, each, unless an instrument signed by two-thirds (2/3rds) of the then members/lot owners has been recorded agreeing to change or terminate these covenants, conditions and restrictions, in whole or in part.

VII. Enforcement

The Declarant, Association or any lot owner shall have the right to enforce, by any appropriate proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure of the Declarant, Association or any lot owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VIII. General Provisions

A. 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.

B. 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.

C. Any titles contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained herein.

D. This Declaration may be amended by an instrument executed by Declarant prior to any lots being sold to other persons, or thereafter by the Association, by two-thirds (2/3rds) of the members.

E. All of the covenants, conditions, restrictions, easements and reservations herein provided shall apply to and run with the property and each and every portion thereof. When any lot or portion of the property is conveyed, it is subject to this Declaration, and any time such restrictions are shown or referred to in any instrument or upon any survey, the same shall be of the same force and effect as if said covenants, conditions, restrictions, easements or reservations were written in full.

IN WITNESS WHEREOF, EXECUTED this ____ day of March, 2002.

ROBERT N. VICKERS

EVELYN VICKERS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT N. VICKERS AND WIFE, EVELYN VICKERS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of March, 2002.

Notary Public State of Texas