RETURNTO: MUSTANG DEVELOPMENT

15634 WHITEWATER HOUSTON, TEXAS 77079 ATTN: MIKE WALTON

06/71/95 00386091 R443678 \$ 51,00

DECLARATION

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COVENANTS, CONDITIONS AND RESTRICTIONS

R448678

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

STATE OF TEXAS

\$ \$ \$

THAT MUSTANG DEVELOPMENT, Inc., a Texas Corporation being the Owner of 27.384 acres composed of Realty Tract One (1) of 3.0 acres; Realty Tract Two (2) of 3.384 acres; Realty Tract Three (3) of 3.0 acres; Realty Tract Four (4) of 3.0 acres; Realty Tract Five (5) of 3.0 acres; Realty Tract Six (6) of 3.0 acres; Realty Tract Seven (7) of 3.0 acres; Realty Tract Eight (8) of 3.0 acres; Realty Tract Nine (9) of 3.0 acres; all out of the T. J. Stansbury Survey, A-710, Harris County, Texas, same being a portion of that 89.852 acre realty tract described in Warranty Deed from Michael R. Walton to MUSTANG DEVELOPMENT, INC. dated the 18th day of May, 1995, and recorded in the Deed Records of Harris County, Texas under Clerks File No. R406910, to which reference is here made for all intents and purposes.

The aforesaid nine realty tracts in the aggregate of 27.384 acres being situated and contiguous to each other and incorporated herein by reference and made a part hereof.

Said OWNER desiring to create and carry out a uniform plan for the improvement, said OWNER desiring to create and carry out a uniform plan for the improvement, development and sale of all these realty tracts, therefore do hereby adopt and establish the following reservations, restrictions, agreements, conditions, liens, charges, covenants and easements to apply uniformly to the use, occupancy and conveyance of all these realty tracts and each contract or deed which may be hereinafter executed, with regard to any of said realty tracts shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, agreements, conditions, liens, charges, companies, and reservations, restrictions, agreements, conditions, liens, charges, covenants and easements, regardless of whether or not said reservations, restrictions, agreements, conditions, liens, charges, covenants and easements are set out in full or by reference in said contract or deed.

RESTRICTIONS

1. LAND USE AND BUILDING TYPE:

Except for the production, gathering and use of hay for agricultural purposes, no said realty tracts shall be used for any purpose except for single family residence purposes. The term "residential purposes", as used herein, excludes, duplex houses, apartment houses, garage apartments (excluding servant's quarters), and further excludes commercial, trade and professional uses. No building shall be erected, altered or permitted to remain on any realty tract other than one (1) detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not less than two (2) nor more than four (4) cars and bona fide servant's quarters, which structure shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the realty tract or by domestic servants employed on the premises and permitted accessory structures. No such residential dwelling shall be constructed on less than Three (3.0) acres.

2. ARCHITECTURAL CONTROL:

No building or other improvements shall be erected, placed or altered, including any wall, fences or hedges or the erection begun, or changes made in the design thereof nor shall realty tracts be constructed until the construction plans and specifications and a plot plan showing the location of the structure and improvements has been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. The Committee's approval or disapproval as required herein, shall be in writing. The Architectural Control Committee is composed of three (3) members whose names are MICHAEL R. WALTON, MUSTANG DEVELOPMENT, INC. AND K. KERRY EMMOIT. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and where given will become a part of these restrictions. The Architectural Control Committee may assign to a third party or entity any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced in writing recorded in the Official Public Records of Real Property of Harris County, Texas.

DWELLING SIZE AND SQUARE FOOTAGE:

The living area and square footage of any main residential structure in any such realty tract shall be no less than 2,100 square feet.

4. BUILDING LOCATION:

Except as may be authorized in writing by the Architectural Control Committee, no building shall be located nearer than seventy five feet (75.0') to the front realty tract line, nor nearer than three hundred feet (300.0') to the rear realty tract line, nor nearer than fifty feet (50.0') to any side realty tract line. The Architectural Control Committee may grant variances to such building setback lines which, in its judgment will result in a more beneficial use of the property. Except as may be authorized in writing by the Architectural Control Committee, all improvements shall be constructed to front on the access road to the realty tract.

5. CONSTRUCTION REQUIREMENTS:

All construction of the primary residential structure, garage, porches, and any other appurtenances shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. No residence shall have less than fifty-one percent (51%) masonry construction or its equivalent on its exterior wall area, unless otherwise approved by the Architectural Control

Committee, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

6. PROHIBITION OF OFFENSIVE ACTIVITIES:

No activity, whether for profit or not, shall be carried on any realty tract which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any realty tract which may be or become on annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, mobile home, motor home, recreational vehicle, campers of any kind or description, barn, or other outbuilding shall be used on any realty tract at any time as a residence. Temporary structures my be used as building offices and for other related purposes during the construction period provided same are inconspicuous and sightly and are removed upon the completion of construction.

8. STURAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES:

No boat trailers, travel trailers, inoperative automobiles, campers, buses, recreational vehicles, or vehicles of any kind are to be semi-permanently or permanently stored in the street right-of-ways or on driveways. Permanent and semi-permanent storage of such vehicles or items must be completely screened from view in the garage or barn. Semi-permanent or permanently is defined as any parking or storage which exceed a twelve (12) hour period of time.

9. WALLS, FENCES AND HEDGES:

No fence shall be permitted, other than horse ranch type fencing which must be approved by the Architectural Control Committee prior to construction of same. The Architectural Control Committee (or its assignee) at its sole discretion, is hereby permitted to grant deviations in height and construction materials related to fences and walls, which in their judgment will result in a more beneficial use.

10. VISUAL OBSTRUCTIONS AT THE INTERSECTIONS OF PUBLIC STREETS:

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of the access area and a line connecting them at points twenty-five feet (25') from the junction of the said curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner realty tracts.

11. ROOF COMPOSITION:

No external roofing material other than wood shingles or 240# composition shingles of a wood tone color shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

12. VISUAL SCREENING ON REALITY TRACES:

The drying of clothes in public view is prohibited, and the owners or occupants of any realty tracts at the intersection of street or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the realty tract is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

13. MINERAL OPERATIONS:

No oil or gas drilling, oil or gas development operations, oil or gas refining or processing, quarrying or mining or strip mining operation of any kind shall be permitted upon or in any realty tract.

14. MAXIMUM HEIGHT OF ANTENNAS:

No radio or television aerial wires or antenna shall be erected or maintained on any portion of any residential realty tract or the improvements situated thereon unless first approved by the Architectural Control Committee.

15. ANIMAL HUSBANDRY:

No animals, livestock, poultry, swine or goats of any kind shall be raised, bred, or kept on any realty tract, provided owner has completed construction as is in occupancy. Dogs, cats and other common household pets shall be permitted provided that they are not kept, bred, or maintained for commercial purposes. Livestock (not to exceed one (1) animal per full acre realty tract) shall be permitted provided that same are owned by the owner of the realty tract upon which they are kept and are maintained in the manner herein specified. No animals shall be kept on any realty tract which results in an annoyance to or are obnoxious to other residents in the vicinity. Quarters and shelter for any animals shall be built and kept in a neat and sanitary manner. Buildings for housing any animals shall be approved by the Architectural Control Committee and shall be located not nearer to the front line of any realty tract than two-thirds (2/3) the depth of such realty tract measured along the shorter of its side lines. Adequate ranch type fences approved by the Architectural Control Committee shall be maintained for any animals in order to prevent their trespassing on other realty tracts. All animal waste materials must be disposed of in a healthful and sanitary manner and all applicable health regulations must be strictly complied with by the owner. The undersigned said current OWNER, their successors and assigns, reserves the right to make such additional rules and regulations concerning the keeping of pets and said animals as they may deem necessary.

16. REALTY TRACT MAINTENANCE:

The owners or occupants of all realty tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any realty tract for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind. In the event of default on the part of the owner or occupant of any realty tract in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, said current OWNER, or their successors or assignee, shall without

liability to the owner or occupant in trespass or otherwise enter upon said realty tract or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said realty tract in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such realty tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. If the cost of such remedy or abatement is not paid within thirty (30) days affected.

17. REMOVAL OF TREES AND DIRT:

No trees shall be cut or otherwise removed from any realty tract without prior written approval of the Architectural Control Committee, or its assignee, except as may be reasonably necessary in connection with the construction of improvements, landscaping of the realty tract, or to remove dead trees. The removal of dirt from any realty tract is prohibited without prior written approval of Architectural Control Committee, or its assignee, except in conjunction with the landscaping of such realty tract or construction being performed on such realty tract.

18. UTILITY EASEMENTS:

Blanket utility easements are dedicated by the undersigned said OWNER on, over, across, and under each realty tract with the reservation that such utility easements are for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of the undersigned said OWNER, and their assignee, and the owners of the realty tracts in the development, to allow for the future construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, cable television, gas lines, septic systems or any other utility or service which the undersigned said OWNER, and their assignee may elect to provide, hereby reserve the right to in the future define and delineate the location of any and all such utility easements. The undersigned current OWNER, and their successor and assignee, reserve the right to make changes in and additions to such utility easements for the purpose of more efficiently serving the development or any property therein. Each owner agrees to any other condition which the undersigned current OWNER or their successor or assignee may hereinafter impose upon or against any realty tract or a portion thereof pursuant to the request of or to meet or satisfy the requirements of the County of Harris, municipal authorities, and utility companies. This provision, agreement and covenant shall remain in full force and effect after, and shall survive the execution and delivery of any deed by the current undersigned OWNER or their successor, to an owner, whether or not so stated or contained in any such deed.

19. ELECTRIC SERVICE:

The owner of each realty tract shall at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing ground service to the residence constructed on such owner's lot. For so long as electrical service is maintained the electric service to each realty tract shall be uniform and exclusively of the type known as single phase 120-240 volt, 8-wire, 60 cycle alternating current.

20. DRAINAGE CULVERTS:

Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, as specified by the Harris County Engineering Department-Permit Division or the Architectural Control Committee. Culverts must be used for driveways and for walks, and shall not be installed in a manner which will obstruct the flow of water in ditches, and their inside bottom must be even with or below the level of the ditch and meet all minimum county standards and shall be supported by acceptable bulkheading which must first be approved by the Architectural Control Committee.

21. AIR CONDITIONERS:

No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any part of the properties herein described.

22. SIGNS, ADVERTISEMENTS AND BILLHOARDS:

No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any lot except (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or a builder to advertise the property during the construction or sales period.

23. THE HOME OWNERS ASSOCIATION:

Definitions:

- (a) "Association" shall mean and refer to an incorporated entity created by the residential owners of the realty tracts described in said Exhibits "A" through "G" attached hereto. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 19 hereof.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities, of the fee simple title to any realty tract which is a part of the properties, including contract sellers, but excluding those having such interests merely as Security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- (d) "Realty Tract" shall mean and refer to any residential realty tracts described in the attached Exhibits "A" through "I".

The size of each realty tract shall be established in the deed out of the said undersigned current OWNER or his successors or assignee, with each said realty tract to be described by a metes and bounds description in said deed.

(f) "Declarant" shall mean and refer to MUSTANG DEVELOPMENT, INC., his successors and assigns, if such successors and assigns should acquire more than one undeveloped realty tract from the Declarant for the purpose of development.

(g) "Board of Directors" shall mean and refer to the Board of Directors of the aforesaid Home Owners Association.

24. BOARD OF DIRECTORS:

The initial Board of Directors of the Association shall be composed of MUSTANG DEVELOPMENT, INC. At such time as at least Ninety Percent (90.0%) of the realty tracts in the development are owned by persons or entities other than MUSTANG DEVELOPMENT, INC., or their successors or assigns, the then owners may by vote, as hereinafter provided, appoint or elect a new Board of Directors of three (3) members to replace the two (2) members of the initial Board of Directors of the Association. Each member of the Board of Directors (with the exception of the members of the initial Board of Directors or members appointed or elected by the initial Board of Directors to fill a vacancy created on the initial Board of Directors due to the death, resignation, refusal or inability of any member of the initial Board of Directors to serve) shall be a realty tract owner in of at least one of the aforesaid Exhibit "A" through "H" realty tracts. Each owner shall be entitled to one vote for each realty tract to which such owner then holds record title. Said MUSTANG DEVELOPMENT, INC. shall be obligated to arrange for the initial election of the Board of Directors of the Association at such time after the sale of ninety percent (90.0%) of the realty tracts (as hereinbefore set out) as four (4) or more owners request in writing the call of such election. Thereafter, the Board of Directors of the Association shall also be obliged to arrange for elections for the removal and/or replacement of members of the Board of Directors of the Association when so requested in writing by five (5) or more realty tract owners. The Board of Directors of the Association may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of members of the Board of Directors of the Association) shall be governed by the following: The Board of Directors shall serve written notice of such election to each of the then said realty tract owners by addressing such notice by U.S. Mail, postage prepaid, to the last known address of such owners at least two (2) weeks prior to such election, thereby apprising said owners of the time and place of such election. Posting of such Notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballots furnished by the Board of Directors of the Association and the Board of Directors shall preserve said ballots for a period of not less than one (1) year from date of said election. Any owner may appoint a proxy to cast said owner's ballot in such election, provided that said owner's written appointment of such proxy is attached to the ballot or a part thereof. The result of such election shall be determined by a majority vote of those owners then voting.

The Board of Directors of the Association shall function as representatives of all of the property owners of the said Exhibits "A" through "G" realty tracts to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such Board of Directors, and shall be authorized to:

- (1) Collect and expend, in the interest of the development as a whole, the maintenance fund herein created;
- (2) Enforce by appropriate proceedings, these covenants and restrictions;

(3) Enforce or release any lien imposed or any part of this development by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay maintenance charges herein provided for.

Members of the Board of Directors of the Association may at any time, be relieved of their position and substitute members therefore appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Board of Directors to serve, the remaining members of the Board of Directors of the Association shall fill the vacancy pending further action of the realty tract owners. No member of the Board of Directors shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance fund herein provided for in these restrictions, and the acceptance by any party of a deed to any realty tract out of the 38.028 acres shown in the attached Exhibits "A" through "I" shall constitute each party's covenant and agreement that such liability shall not exist. No member of the Board of Directors shall receive any compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

25. ENFORCEMENT:

The Association acting through the Board of Directors of the Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

26. MEMBERSHIP AND VOTING RIGHT:

Every owner of a realty tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any and may not be separated from ownership of any realty tract which is subject to assessment.

27. MAINTENANCE ASSESSMENTS:

Said MUSTANG DEVELOPMENT, INC. ("Declarant") imposes on each residential realty tract owned within the properties and hereby covenants and each owner of any realty tract by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual Assessments or charges to be established and collected as hereinafter provided, and (2) special assessments for capital improvements. If any two or more realty tracts are consolidated they shall continue to be assessed separately at the rate provided herein. If any tract is subdivided, the new tracts shall each be responsible for the annual assessments. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such realty tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed the them. Appropriate

recitations in the deed conveying each residential realty tract by metes and bounds description will evidence the retention of a vendor's lien by said MUSTANG DEVELOPMENT, INC. for the purpose of securing payment of said charge assigned to the Home Owners Association, without recourse on said MUSTANG DEVELOPMENT, INC. any manner for the payment of said charge and indebtedness.

28. PURPOSE OF ASSESSMENTS:

The assessments contemplated in paragraphs No. 27, 28, 29, 30, 31, 32, and 33 herein and levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties, and of homes situated upon the properties; however, it is expressly understood and agreed that all realty tracts shown in the attached Exhibits "A" through "I" owned by MUSTANG DEVELOPMENT, INC. or their successors or assignee which have not been sold to bona fide third party residential purchasers shall be exempt from all such assessments for a term of two (2) years from the execution of this instrument. Permissible uses of the assessments levied by the Association shall include, but not be limited to because of enumeration, the payment for a maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant realty tracts, mosquito fogging and insect control, garbage and refuse collection, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

29. RATE OF ASSESSMENT:

Save and except as provided in the exemption recited in Paragraph No. 28 above, all realty tracts shall commence to bear their applicable maintenance fund assessment simultaneously and realty tracts owned by MUSTANG DEVELOPMENT, INC. or their successor or assignee are not exempt from assessment, save and except as provided in paragraph No. 28 above. Realty tracts which are owned shall be subject to the full annual per realty tract assessment determined by the Board of Directors (according to Paragraphs 27., 28., 30., 31., 32., and 33.). Each realty tract owned by said joint venture within the property, hereby covenants to be personally liable for any and all assessments accessed prior to purchase by another owner, provided, however, that said owner shall share pro-rata with the purchaser the burden of any assessment made during the year of purchase. Each owner of any lot, by acceptance of a Deed to such realty tract, shall have covenanted for good and valuable consideration, the sufficiency and receipt of which is acknowledged thereby, to be personally liable for any and all assessments which are assessed subsequent to purchase and prior to purchase by another owner, and a pro-rata share of all assessments made in the year of purchase of said realty tract by owner. Any and all interest, costs and reasonable attorney's fees incurred in the satisfaction of unpaid assessments shall be a personal obligation of owner.

30. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:

The annual assessments provided for herein shall commence as to all realty tracts on the date of execution of this instrument.

The Board of Directors of the Association shall fix the amount of annual assessment

against each lot at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owner's designee, or to the mortgage company holding a first lien on the lot if the owner has notified the Association in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company, for the purposes of paying the assessments. Said written statement of assessment shall state the amount of the assessments against the realty tracts stated in terms of the total due and owing on the assessments.

31. MAXIMUM ANNUAL ASSESSMENT:

Until the 19 day of June 19 49, the maximum annual assessment shall be Fifty and Nov 100 Dollars (\$50.00).

- (a) From and after 19 day of , 1999, the maximum annual assessment may be increased each year not more than three percent (3.0%) above the maximum assessment for the previous year without a vote of the membership, which increase if not specifically increased from year to year shall be cumulative to the specific year in which an increase becomes effective.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum rate.

32. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

33. WATER AND SEMER SERVICE:

Each realty owner shall arrange and have constructed on his own respective realty tract a fresh water well to provide his realty tract drinking and general water requirements, as well as septic systems of such quality, design and capacity to adequately service and store waste and sanitary water needs of the entire realty tract and the improvements situated thereon as well as the other facilities and uses of their respective realty tracts.

34. REFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten Percent (10.0%) per annum. In the event any assessment is not paid within thirty (30) days after the due date, the Association, in

addition to the right to sue the owner individually, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deeds of trust under the applicable law), and the amount due by such owner shall include all assessments due and any interest due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment or his or her realty tract.

35. SUBORDINATION OF LIEN:

The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, and (i) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), or (ii) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The Notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments the nonpayment of which is the basis of said proposed proceeding.

The sale or transfer of any realty tract shall not affect the assessment lien. However, the sale or transfer of any realty tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such realty tract from liability of any assessments thereafter becoming due from the lien thereof.

36. SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

37. AMENDMENT TO THE DEED RESTRICTIONS:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the realty tract owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the realty tract owners. Any amendment must be recorded.

38. BOOKS AND RECORDS:

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

39. ANNEXATION:

Additional residential property and common roadway may be annexed to the properties with the consent of two-thirds (2/3rds) of the membership. Annual assessments for annexed areas should commence as to all realty tracts on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

the <u>/9</u> day of	OF, the parties hereto have executed this instrument this
OWNER AND DECLARANT:	MUSTANG DEVELOPMENT, INC.
	Muhael RWalter
	MICHAEL R. WALTON - PRESIDENT
STATE OF TEXAS	\$ \$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS	\$ KNOW ALL MEN BY THESE PRESENTS \$
is subscribed to the foregoing the same for the purposes and	MICHAEL R. WALTON, known to me to be the person whose name instrument, and acknowledged to me that they executed consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL, A.D. 1995.	OF OFFICE on this 19 day of June
My commission expires:	mun
	Notary Public for the State of Texas
	JUDY CENTRAL
	Print or Type Notary States

THE STATE OF TEXAS

\$

COUNTY OF HARRIS

APPROVAL AND CONSENT TO RESTRICTION

COMES NOW, <u>Liberty Savings Association</u>, lienholder on 27.384 acres, more or less, described in the Deed Records of Harris County, Texas under Clerk's File No. R406910, to which reference is here made for all intents and purposes, and agrees that said 27.384 acres will be subject to the Restrictions, a copy of which is attached hereto. The undersigned further agrees the lien or liens presently against the said 27.384 acres securing the money owned to the undersigned will be subordinate to said Restrictions, and in the event of foreclosure against said property, the undersigned agrees that the property will continue to be impressed with and subject to the Restrictions herein referred to and said Restrictions shall remain fully valid and enforceable after the foreclosure.

Liberty Savings Association

By:

fl. C. Wood Title: <u>President</u>

> Notary Public State of Texas

> > LYNN L. PAUL
> > Notary Public, State of Texas
> > My Commission Expires 04-08-



504-25-1101

Tract 1

All that certain tract or parcel containing 3.000 acres of land known as Tract 1 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, A-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. Provided, said Tract 1 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 1,995.65 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 1;

THENCE continuing N 01°00'00" W, a distance of 212.72 feet along the East right-of-way line of said Skinner Road to a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract, the Southwest corner of that certain call 2.66 acre tract as described in a deed filed for record under Harris County Clerk's File No. P-527415, and the Northwest corner of the herein described Tract 1;

THENCE N 88°55'03" E, a distance of 579.01 feet along the common line of said 89.852 acre tract and said 2.66 acre tract to a 1" angle iron (found) marking the Southeast corner of said 2.66 acre tract, the Southerly-Southwest corner of that certain call 8.0325 acre tract as described in a deed filed for record under Harris County Clerk's File No. M-284691, and an angle point of the herein described Tract 1;

THENCE N 89°03'01" E, a distance of 34.24 feet along the common line of said 89.852 acre tract and said 8.0325 acre tract to a 5/8" iron rod (set) making the Northeast corner of the herein described Tract 1;

THENCE S 01°00'00" E, a distance of 213.41 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 1;

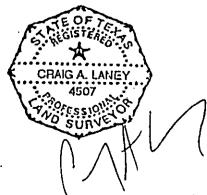
THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.

Job No. 95-199-4. (See attached plat)

The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

EXHIBIT "A"



-504-25-1102

12345 JONES ROAD SUITE 270 HOUSTON, TEXAS 77070 (713) 955-2772

Tract 2

All that certain tract or parcel containing 3.384 acres of land known as Tract 2 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, A-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. File to be and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road; (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 1,755.30 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 2;

THENCE continuing N 01°00'00" W, a distance of 240.35 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 2, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 212.72 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 2;

THENCE S 01°00'00" E, a distance of 240.35 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 2;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.384 acres of land.

Surveyed on the ground May 12, 1995.
Job No. 95-199-4. (See attached plat)
The basis of bearing is N 01°00'00" W along the East right-of-way line of Skinner Road per prior deed.

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12345 JONES ROAD SUITE 270 HOUSTON, TEXAS 77070 (713) 955-2772 504-25-1103

Tract 3

All that certain tract or parcel containing 3.000 acres of land known as Tract 3 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, A-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. 1404 (1), said Tract 3 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 1,542.21 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 3;

THENCE continuing N 01°00'00" W, a distance of 213.09 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 3, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 453.07 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 3;

THENCE S 01°00'00" E, a distance of 213.09 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 3;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.

Job No. 95-199-4. (See attached plat)

The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.



人名英格兰斯姓氏 经营工 医性红色性病 医多种

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12345 JONES ROAD SUITE 270 HOUSTON, TEXAS 77070 (713) 955-2772

504-25-1104

Tract 4

All that certain tract or parcel containing 3.000 acres of land known as Tract 4 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, A-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. File No.

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 1,329.11 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 4;

THENCE continuing N 01°00'00" W, a distance of 213.10 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 4, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 666.16 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 4;

THENCE S 01°00'00" E, a distance of 213.10 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 4;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.
Job No. 95-199-4. (See attached plat)
The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

CRAIG A LANEY

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EXHIBIT "A"

504-25-1105

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Tract 5

All that certain tract or parcel containing 3.000 acres of land known as Tract 5 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, Λ-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in μ deed filed for record under Harris County Clerk's File Noffold , said Tract 5 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 1,116.02 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 5;

THENCE continuing N 01°00'00" W, a distance of 213.09 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 5, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 879.26 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 5;

THENCE S 01°00'00" E, a distance of 213.09 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 5;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.

Job No. 95-199-4. (See attached plat)

The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

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EXHIBIT "A"

Land Boundary • Topographic Surveying

A Division of Everything in Christ Services, Inc.

504-25-1106

Tract 6

All that certain tract or parcel containing 3.000 acres of land known as Tract 6 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, A-170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. 14040, said Tract 6 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 902.92 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 6;

THENCE continuing N 01°00'00" W, a distance of 213.10 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 6, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 1,092.35 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 6;

THENCE S 01°00'00" E, a distance of 213.10 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 6;

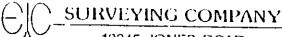
THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995. Job No. 95-199-4. (See attached plat) The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

CRAIG A. LANEY

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EXHIBIT "A"



504-25-1107

Tract 7

All that certain tract or parcel containing 3.000 acres of land known as Tract 7 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, Λ -170, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. μ 4044 μ , said Tract 7 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 689.83 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 7;

THENCE continuing N 01°00'00" W, a distance of 213.09 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 7, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 1,305.45 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 7;

THENCE S 01°00'00" E, a distance of 213.09 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 7;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.
Job No. 95-199-4. (See attached plat)
The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

CRAIGA LANEY

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EXHIBIT "A"

SURVEYING COMPANY

12345 JONES ROAD SUITE 270 HOUSTON, TEXAS 77070 (713) 955-2772

504-25-1108

Tract 8

All that certain tract or parcel containing 3.000 acres of land known as Tract 8 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, \(\Lambda - 170\), Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. (4) (6), said Tract 8 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 476.73 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 8;

THENCE continuing N 01°00'00" W, a distance of 213.10 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 8, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 1,518.54 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 8;

THENCE S 01°00'00" E, a distance of 213.10 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 8;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.

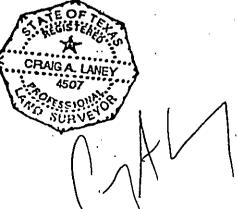
Job No. 95-199-4. (See attached plat)

The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

Land Boundary • Topographic Surveying

EXHIBIT "A"

A Division of Everything in Christ Services, Inc.



SURVEYING COMPANY

12345 JONES ROAD SUITE 270 HOUSTON, TEXAS 77070 (713) 955-2772

504-25-1109

Tract 9

All that certain tract or parcel containing 3.000 acres of land known as Tract 9 out of that certain 89.852 acre tract of land situated in the T. J. Stansbury Survey, $\Lambda-170$, Harris County, Texas, said 89.852 acre tract being that same tract as described in a deed filed for record under Harris County Clerk's File No. LYCYUM, said Tract 9 being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod (found) marking the Southwest corner of said 89.852 acre tract, same point marking the intersection of the North right-of-way line of Spring Cypress Road, (80.00 feet in width), with the East right-of-way line of Skinner Road, (50.00 feet in width);

THENCE N 01°00'00" W, a distance of 263.64 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Southwest corner and POINT OF BEGINNING of the herein described Tract 9;

THENCE continuing N 01°00'00" W, a distance of 213.09 feet along the East right-of-way line of said Skinner Road to a 5/8" iron rod (set) marking the Northwest corner of the herein described Tract 9, from which point a 3/4" iron pipe (found) marking the Northwest corner of said 89.852 acre tract bears N 01°00'00" W, 1,731.64 feet;

THENCE N 89°00'00" E, a distance of 613.25 feet to a 5/8" iron rod (set) marking the Northeast corner of the herein described Tract 9;

THENCE S 01°00'00" E, a distance of 213.09 feet to a 5/8" iron rod (set) marking the Southeast corner of the herein described Tract 9;

THENCE S 89°00'00" W, a distance of 613.25 feet to the POINT OF BEGINNING and containing 3.000 acres of land.

Surveyed on the ground May 12, 1995.

Job No. 95-199-4. (See attached plat)

The basis of bearing is N 01°00'00" W along the East right-ofway line of Skinner Road per prior deed.

RECORDERS MEMORANDUM
ALL BLACKOUTS' ADDITIONS AND CHANGES
WERE PRESENT AT THE THIS THE INSTRUMENT
WAS FILED AND RECORDED

A CONTRACTOR OF THE PROPERTY O

FILED
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COUNTY OF HARRIS

I hereby certify that this instrument was FILED in file Number Sequence on the date and at the time stamped hereon byme, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 21 1985



Benerly B. Harden COUNTY CLERK HARRIS COUNTY, TEXAS

EXHIBIT "A"