

DECLARATION OF COVENANTS AND RESTRICTIONS

984095

REMINGTON TRAILS, SECTION TWO

VOL 0594 PAGE 878

(A Residential Subdivision)

STATE OF TEXAS §
COUNTY OF WALLER §

THIS DECLARATION, made on the date hereinafter set forth by TCVI, Inc., the successor and assignee of JHD Branch, Inc. d/b/a Branch Trust Development, hereinafter referred to as "Declarant".

PREAMBLE:

WHEREAS, Declarant is the owner of the real property described in Article III of the Declaration and desires to create thereon a residential country estate community with designated "Lots" and "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities, and, to this end, desires to subject the real property described in Article III, together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, pursuant to Article III of the Declaration of Covenants and Restrictions, Remington Trails, recorded under Volume 481, Page 83 of the Real Property Records of Waller County, Texas, the Declarant declares that the real property described in Article III be annexed to, adjoined and become an addition to that certain 166.8629 acre tract of land out of the E.B. Couch Survey, Abstract 295, Waller County, Texas which has been platted as a residential subdivision known as Remington Trails, recorded in Volume 476, Page 559, of the Map Records of Waller County, Texas, and such additions thereto as may hereafter be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

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Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Remington Trails Homeowners Association, Inc., a Texas non-profit corporation.
- (b) "Remington Trails" shall mean and refer to all subsequent properties brought within the scheme of this Declaration.
- (c) "The Properties" shall mean and refer to the properties described in Article III hereof and additions thereto, which are subject to this Declaration and any Supplemental Declaration.
- (d) "Subdivision Plat" shall mean and refer to the map or plat of Remington Trails, Section Two, recorded in Volume 594, Page 370, of the Official Public Records of Waller County, Texas.
- (e) "Lot" and/or "Lots" shall mean and refer to the enumerated Lots designated and shown upon the Subdivision Plat. References herein to "the Lots" shall mean and refer to "Lots as defined respectively in this Declaration and all Supplemental Declarations".
- (f) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and the streets not designated as Private Streets or Private Drives, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof, and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to the "Common Properties in Remington Trails" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.
- (g) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties except those

as may be expressly excluded herein. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; storage or buildings for protection of equipment; fountains; statuary; lakes; drainage; sidewalks; walking trails; riding trails; private streets; common driveways; guest parking spaces; landscaping; and other similar or appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in Remington Trails" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

- (h) "Common Access Easements" shall mean and refer to that area or any portion of any lot or common properties which has been designated on the subdivision plat as an access or drainage easement. The areas so designated may be used by the record owners, or their guests, of Remington Trails, to include, but not necessarily limited to, the following: sidewalks; walking trails, riding trails; bicycle trails; and drainage ways. References herein to "Common Access Easements" shall mean and refer to all Common Access Easements covered by this Declaration and all Supplemental Declarations.
- (i) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article III hereof. References herein to provisions contained in "all (any) Supplemental Declarations" shall relate to the respective properties covered by such Supplemental Declarations.
- (j) "Residence" shall mean and refer to any single family residential unit situated upon a Lot or Lots.
- (k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in Remington Trails" shall mean and refer

to Owners as defined respectively in this Declaration and all Supplemental Declarations.

- (1) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof, together with all the Owners in Remington Trails who are members of the Association as provided in all Supplemental Declarations.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat also establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated, by several recorded instruments, certain other easements and related rights for public utility purposes affecting the Properties. All dedications, limitations, reservations and restrictions shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric power, telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenance thereto constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot, or any other portion of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any

other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress, installing, replacing, repairing and maintaining all drainage ways, utilities, including, but not limited to, water, sewer, telephone, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wire, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocate don the Properties until approved by Declarant or the Association's Board of Directors if not specifically provided by the Subdivision Plat.

Section 5. Private Streets and Drives. The "Private Streets" and "Private Drives" situated in the Common Properties shall be construed to be an easement available for the general use of the Members, and their guests and invitees, and for public ingress and egress for the benefit of the Lots to the extent required by applicable governmental regulations.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Properties to render any service.

Section 7. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and/or may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of activity relating to the construction, maintenance or repair of any such easement area.

ARTICLE III

Property Subject to This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is that certain 119.2050 acre tract of land out of the E.B. Couch Survey, Abstract 295, Waller County, Texas, which has heretofore been platted into that certain residential subdivision known as Remington Trails, Section Two, according to the Subdivision Plat, or any subsequently recorded replat thereof, all of which real property is sometimes hereinafter referred to as the "Existing Property", as shown in Exhibit "A".

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sale and conveyances of the Properties, or any part thereof, including the Lots and the Common Properties, all oil, gas and other minerals, in, on and under the Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas and other minerals.

Section 3. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by the members of the Board of Directors of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Directors. Such Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional land.
- (b) Other Additions. The owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the

Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

- (c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another 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 and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE IV

The Association

Section 1. Organization. The Association is a non-profit corporation duly organized under the Texas Non-Profit Corporation Act.

Section 2. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety and welfare of the Members, to collect the annual maintenance charges and special assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Facilities in Remington Trails, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Directors. The Association shall act through a three (3) member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be selected by Declarant. Each initial Director shall serve for an initial term of four (4) years and thereafter until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the bylaws. Any vacancy, from whatever cause, occurring in the

Board of Directors during the initial four (4) year term shall be filled by appointment made by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial four (4) year term and until his successor is duly elected and qualified.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all the Members of the Association with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in Remington Trails in which they hold the interests required for membership by this Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to six (6) votes for each Lot in Remington Trails in which it holds the interest required for membership by the Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

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

- (b) When the Declarant terminates Class B votes by an instrument filed in the Real Property Records of Waller County, Texas.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in Remington Trails in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in Remington Trails until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Once title to such Common Properties and Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Facilities granted to the Association herein and in all Supplemental Declarations.

ARTICLE V

Property Rights in the Common Properties,

Common Facilities and Common Access Easements

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in, to, and across the Common Properties, Common facilities and Common Access Easements in Remington Trails, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in Remington Trails.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the Common Properties, Common Facilities and Common Access Easements in Remington Trails and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties, Common Facilities and Common Access Easements or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and

regulations may include provisions to govern and control the use of such Common Properties, Common Facilities and Common Access Easements by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties, Common Facilities and Common Access Easements by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties, Common Facilities and Common Access Easements or any part thereof at the same time; and

- (b) the right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to Remington Trails or any part thereof; and
- (c) the right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to Remington Trails or any part thereof; and
- (d) the right of the Association to dedicate as public streets any Private Streets and/or Drives in such Common Properties, which are available for purposes of access to Remington Trails; and
- (e) the right of the Association to suspend the voting rights of a Member and his right to use any recreational facility on such Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge or special assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration, in any Supplemental Declaration, in its Bylaws, or at law or in equity, on account of any such default or infraction; and

- (f) the rights and easements existing or hereinafter created in favor of others, as provided for in Article II hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties, Common Facilities and Common Access Easements in Remington Trails, together with all easement rights granted to Members in the Declaration and all Supplemental Declarations, to the members of his family, his guests, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

Section 4. Public Law. Notwithstanding the fact that Common Areas, Common Facilities and Common Access Easements in the Subdivision are private and dedicated only unto the property owners within the Subdivision, it is hereby stipulated that any law enforcement officer, County, State, or Federal is hereby authorized to enter upon any common area of the Subdivision for all purposes just as though the common areas were dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this Subdivision as he would in any subdivision whereby the streets and other common areas and facilities were dedicated to the public.

ARTICLE VI

Regular Annual and Special Assessments

Section 1. The Maintenance Fund: All funds collected by the Associations from the regular annual maintenance charges and from special assessments as provided for in this Article, together with all funds collected by the Associations from the regular annual maintenance charges and special assessments imposed on other Lots in Remington Trails by all supplemental declarations, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all members for the following purposes, to-wit: to promote the health, safety, recreation and welfare of the members; to pay the expenses for the common services rendered for the common benefit of the members; to pay the expenses of sanitary sewer services of the common recreational properties for Remington Trails; to pay the expenses

for water, gas, electricity, telephone, storm sewer service and all other utilities or services furnished to the common recreational properties in Remington Trails or any of the improvements thereon, or any part thereof; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the common properties in Remington Trails and the improvements thereon, or any part thereof, to pay for capital improvements to such common properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay; and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in the Declaration and Supplemental Declarations as the "Common Expenses of the Members". The Association may from time to time, as the need may arise, borrow money to supplement the Maintenance Fund. Any funds to be borrowed by the Association for the Maintenance Fund shall have the approval of at least fifty-one percent (51%) of the then Lot Owners in Remington trails by written agreement. This agreement shall be signed and acknowledged, and entered as a resolution in the Association's records. The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all members.

Section 2. Covenant for Assessments. Each and every lot (except lots owned by Declarant as provided for in the following Section) is hereby severally subjected to and impressed with the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each lot regardless of its size, value or cost, to-wit:

- (a) A regular annual maintenance charge or assessment in the amount of Three Hundred Fifty Dollars (\$350.00) per annum per lot commencing upon date lot is sold by Declarant to Buyer; and
- (b) Special assessments as provided for in Section 5, below.

Each owner of a lot subject to assessment as above provided, by his claim or assertion of ownership by accepting a deed to any such lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with

the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of the lot at the time the obligation to pay such assessments accrues, but no member shall be liable personally for the payment of any assessment made or becoming due and payable after his ownership ceases. No member shall be exempted or excused from paying any regular or special assessment by waiver of the use or enjoyment of the Common Properties or Facilities in Remington Trails or any part thereof or by abandonment of his lot or his interest therein.

Section 3. Lots Owned by Declarant or Builders. No lot owned by Declarant shall be subject to any regular annual maintenance charge or special assessment while it is owned by Declarant unless Declarant shall place himself in the position of a builder, at which time Declarant-Builder shall be subject to the same annual maintenance charges, assessments and special assessments as a Builder-Owner would be subject to. The term "Builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the building of houses for sale or rental purposes, and not for his or its personal use or occupancy. Whenever a lot owned by Declarant or Builder becomes subject to assessment as provided for in this Section, the Declarant or Builder will maintain all landscaping and drives on such lot, until such time as that lot and the improvements thereon are sold, and the purchaser pays his proportionate fee into the Association, such lot being treated and assessed as any other lot which is subject to assessment.

Section 4. The Annual Maintenance Charge. The regular annual maintenance charge or assessment shall be due and payable to the Association annually, in advance, and without demand, on the first (1st) day of January of each calendar year; provided, however, that on the date of the purchase of his lot (as evidenced by the date of his deed or his occupancy, whichever is earlier) each member shall pay to the Association a prorata share of the regular annual maintenance charge which shall bear the same ratio of the full annual amount as the number of days remaining in the year of purchase bears to 365 days.

The Board of Directors of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution increasing the regular annual maintenance charge assessment; and same shall not become effective prior to the expiration of ninety (90) days from date of its adoption; and the Owner of each lot subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the amount of the regular annual maintenance charge or assessment in excess of one hundred twenty-five percent (125%) of the then-existing annual maintenance charge or assessment shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the lots which are then subject to the annual maintenance charge or assessment, if no meeting of the membership is held of ratification; or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the members must be given prior to the effective date of the resolution of the Board of Directors. No increase in the annual maintenance charge or assessment shall take effect retroactively. The Board of Directors may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to be so ratified, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions.

Section 5. Special Assessments. The Board of Directors of the Association, from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, may levy and impose, against each Lot which is subject to the annual maintenance charge, a special assessment for a specific amount, which shall be equal for each such Lot, for the purpose of purchasing equipment or facilities for the Common Properties in Remington Trails and/or for defraying in whole

or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstruction previously existing capital improvements upon such Common Properties, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the Members of the Association who in aggregate then own at least seventy-five percent (75%) of the lots which are then subject to assessment if no meeting of the membership is held for ratification; or (ii) by the assent of seventy-five percent (75%) of the votes of the Members of the Association who are present and voting in person or by proxy at the special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times as in such manner as provided in such resolution.

Section 6. Quorum for any Action Authorized Under Sections 4 or 5. The Quorum required for any action authorized by Section 4 or Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special assessments, as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the liens created hereby shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any

such charges or assessment became due and payable, and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments, which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to or remodeling the residence situated on the Lot. Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Members personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Section 8. Effect of Nonpayment of Assessments. If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount as attorney's fees. The Association, as a common expense of all members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VII

Utility Bills, Taxes and InsuranceSection 1. Obligation of Owners:

- (a) Each Owner shall have his separate electric and gas meter and shall directly pay at his own cost and expense for all electricity, gas, telephone service, water and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Owner shall be responsible at his own cost and expense for his own property insurance on his residence and contents thereof, and his additions and improvements thereto, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance which may or may not be obtained by the Association as part of the common expense in connection with the Common Properties.

Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all Owners for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Facilities in Remington Trails, or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon such Common Properties and the improvements and the property appertaining thereto.
- (c) The Association, to the extent available, shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the buildings and structures on such Common Properties and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other

coverage as the Association may deem desirable. The Association, to the extent available, shall also have authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with such Common Properties.

- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners.

ARTICLE VIII

Utilities

Section 1. Natural Gas Service. Natural gas service will be provided to each Lot and the Common Properties by a natural gas company through gas lines in utility easements to be operated, maintained and repaired by such company. The Declarant and/or the Association shall have the power and authority to grant such other easements in, under, upon and over the Common Properties as the gas company may require to furnish gas service. The Association shall have no responsibility for maintenance of any gas lines.

Section 2. Telephone service. Telephone Service shall be available to each Lot and the Common Properties by way of underground cables which shall be installed, owned and maintained by a telephone company. The Declarant and/or the Association shall be authorized and empowered to grant such specific easements in, under, on or above the Common Properties as the telephone company may require to furnish such service.

Section 3. Electric Distribution System. An overhead and in designated areas an underground electric distribution system will be installed in the Subdivision. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant, at the request of the electric

company, has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of this electric distribution system and also has granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowners' owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standard and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved for so long as underground service is maintained in the dwelling unit involved. For as long as underground service is maintained, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in Reserve(s) shown on the plat of the Subdivision, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter.

ARTICLE IX

Architectural Control

Remington Trails contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole, while at the same time permitting compatible distinctiveness of the individual improvements and residences within the greater area. For this purpose the "Remington Trails Architectural Review Board" (the "Review Board") has been established, consisting of three (3) members appointed by the Board of Directors.

All construction and development in the Properties shall be subject to the approval of the Review Board, and no building, structure or other improvements, including but not limited to residences, out buildings, exterior painting, and facilities of the Common Properties, shall be commenced, erected, constructed or placed upon the Properties, and no

changes or alterations shall be made to any building or improvements hereafter constructed or placed thereon, unless and until the plans and specifications therefore (specifying, in such form as the Review Board may reasonably require, soils tests, structural, mechanical, electric and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto, together with the site landscaping and grading plans, and plans for parking of vehicles) have been first submitted to and approved in writing by the Review Board as to soils tests, minimum structural and mechanical standards, quality of materials, harmony of exterior design and colors with existing structures, and location and situation on the lot with respect to topography, finished ground elevation, property and building lines, easements, walks and parking spaces. Any and all plans and specifications which have not been expressly disapproved within thirty (30) days after the date of submission shall for all purposes be deemed to have been approved.

The Review Board shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Review Board, with the design or over character and aesthetics of the Properties and/or Remington Trails. The Review Board shall have full power and authority to file in the public records of Waller County all approved comments and actions taken by the Review Board.

In the event the Review Board shall cease to function as such at any time with respect to the Properties, or if it shall be dissolved, then the duties, powers and authority of the Review Board, insofar as construction in or development of the Properties is concerned, shall become vested in and exercised by an Architectural Control Committee to be composed of the Directors of the Association or such person or persons as the Directors may appoint and designate to act for them in this regard.

Any member or individual or entity directly affected by a decision of the Review Board or the ACC may appeal in writing to the Board of Directors of the Association within fifteen (15) days of the written decision of the Review Board or the ACC. Within thirty (30) days following the receipt of the request for appeal, the Board must render its written approval or disapproval of the decision reached by the Review Board or the ACC.

None of the members of the Review Board or the ACC, the Association, any Committee Representative, the Board of Directors, or the Declarant shall be liable for any loss, damage or injury arising out of the duties of the Review Board or the ACC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Review Board shall not be responsible for its approval of an improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Review Board, ACC, the Committee Representative, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts of another of such individuals whether such other individuals were acting on behalf of the Association, the Review Board, the ACC, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Review Board, the ACC, or their officers, agents, members or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

ARTICLE X

Building and Use Restrictions

Section 1. Land Use. All lots shall be a minimum of one acre in size, and each and every one thereof, shall be used for single family residential purposes. No improvement or structure whatsoever, other than a first class private dwelling house, and customary outbuildings, garage, carport, barns, shop, servant's quarters, or guest house may be erected, placed, or maintained on any lot unless approved by the Board of Directors.

No business, professional, commercial or manufacturing use shall be made of any lot, or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incidental to use of the premises as a residence.

No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot. Rental of any guest house is prohibited, the occupancy thereof being limited to either guests or servants.

Buildings and/or facilities built within the common Properties by the Declarant or the Association are not subject to this Article X.

Section 2. Building Location and Type. No private dwelling finished first floor will be built below an elevation of 159.5'. No Building shall be located nearer to the street than fifty (50) feet from any front property line. No Building shall be located: (a) nearer than twenty (20) feet from any side property line of any interior lot; or (b) nearer than thirty (30) feet from any side property line of a corner lot adjacent to the street. No Building will be located: (a) nearer than seventy-five (75) feet from any rear property line on the one acre lots (being Lots 5 through 17 in Block 2); or (b) nearer than one hundred fifty (150) feet from the rear property line on all other lots.

All houses shall have floor spaces of not less twenty-five hundred (2,500) square feet with interior ceiling heights of not less than eight (8) feet. This floor space shall be exclusive of one-story porches, garages, carports, and finished basements, and may be modified as follows: two-story buildings must have not less than one thousand eight hundred (1,800) square feet of floor space on the first floor; split-level buildings must have not less than twenty-five hundred (2,500) square feet on the two lower levels; and story-and-a-half not less than two thousand (2,000) square feet on the first level. No building or structure, including exterior antennas, shall exceed fifty (50) feet in height.

Any exposed concrete block or other fabricated masonry block unit must be veneered with brick, natural stone, stucco, or other finishing material. No structure made of corrugated metal shall be allowed unless approved by the Review Board or Architectural Control Committee.

Section 3. Garages. All residences constructed with garages shall have openings for such structures to the rear or at the side, so that said openings shall not be directly visible from the street. Garage openings to the front will be allowed for garages which are set more than two hundred (200) feet from the public street. Garage openings will be allowed which open to any common property if the opening is over one hundred fifty (150) feet from the common property line.

All residences must have a minimum of a two-car garage. No vehicle will be allowed to be parked so as to be visible from the street or common property for periods of more than twenty-four (24) hours, if parked closer than one hundred (100) feet to the street or

common property. The term vehicles, as used herein, shall include motor homes, boats, trailers and trucks, in addition to automobiles. All motor homes, boats, trailers, campers or trucks larger than a three-quarter (3/4) ton pickup shall be screened from public view if parked or stored on any lot.

Section 4. Construction Standards. The exterior materials of the main residential structure and any attached garage and servant's quarters shall be not less than twenty-five percent (25%) brick, masonry, natural stone or stucco. All roof materials, including color, type and weight, must be approved by the Review Board. All Owners must begin construction within twelve (12) months of the date of purchase of the lot. All exterior construction of any building must be completed within eight (8) months from the completion of the foundation. No building shall be occupied until the exterior is finished and a certificate of occupancy is given by the Review Board. Failure to commence construction within twelve (12) months of purchase or to complete construction within eight (8) months of commencement is a violation of these restrictions and may result in the exercise of the remedies provided for in these restrictions.

Section 5. Fences. Exterior "Road Fences" on each lot will be provided by the Declarant and jointly maintained by the lot owner and the Association. Entrance fencing will be provided by the lot owner. Fencing between property owners will be provided by the property owners, the type of fence, design, and placement will be given to the Review Board. Privacy fencing will be no taller than eight (8) feet and its design, type and location on a lot will be directed by the Review Board. Fencing between common properties and permanent buildings within seventy-five (75) feet of common properties will be directed by the Review Board as to design, type, height and location on a lot.

Section 6. Animals. In addition to the provisions set out below, the Board shall have the right and power to adopt rules and regulations, pertaining to the keeping of any insects, reptiles, animals, livestock, or poultry within the Subdivision, and to establish such fees, fines, or penalties as necessary to carry out all such rules and regulations.

- (a) Farm Animals: There shall be a limit of one (1) large farm animal per acre of land or four (4) small (150 pounds or less each) farm animal per acre of land and no such animal shall be maintained upon any single tract of land less than one-half (1.5) acre in size. Multiple Lots, adjacent to each other and

having common ownership shall be treated as one (1) aggregate Lot for purposes of this section. Natural offspring shall be exempt until one (1) year old. No goats shall be permitted within the Properties. Two hogs per family may be raised at any one time if used for family consumption and not for commercial production.

- (b) Maintenance: Any structures pertaining to the maintenance of said animals shall meet all of the terms of this Declaration and be maintained at all times in a neat, clean and sanitary manner.
- (c) Pets: All dogs shall be kept in a fenced area or secured by chain or leash and no animal will be allowed to roam or run about at large. All fenced areas for dogs shall be within fifty (50) feet of the master bedroom of each residence. No animals shall be allowed in or around any Common Facilities unless leashed. Every female dog while in heat shall be confined in a building or secured enclosure by its owner in such a manner that she will not be in contact with another dog (except for intentional breeding purposes) nor create a nuisance by attracting other animals. Furthermore, all dogs and cats shall wear a collar at all times exhibiting a current rabies vaccination tag issued by a licensed veterinarian in compliance with the regulations of Waller County, along with an identification tag indicating the animal's name and the owner's name, address, and phone number. Said identification tag may, at the option of the Board, be designated to be of a defined size, shape or color which shall be common to the Subdivision for purposes of readily identifying stray animals.
- (d) Nuisance: Nothing herein contained shall ever be construed so as to permit the keeping of animals or pets to become an unreasonable annoyance or be obnoxious to the occupants or owners of neighboring property, or to become a hazard to the health, welfare and well-being of the community, and all animal owners are responsible for any property damage, mess, injury, and disturbances their pet(s) may cause or inflict. Said determination shall rest completely with the Board at their discretion, and the Board shall have the right and power to take any action necessary for the enforcement of this

Section or the protection of the Members including banishment of any animal or pet from the Subdivision. Any dogs or cats not wearing an identification tag shall be considered a stray and shall be dealt with in such manner as the Board shall determine, including, but not limited to, the destruction of said animal by any appropriate means, and any such action will be deemed to be taken in good faith for the benefit of the residents and no liability shall exist because of such action.

Section 7. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant (or any successors or assigns of Declarant to whom the rights of Declarant under this Section are expressly transferred) shall own any portion of the Subdivision, no sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except:

- (a) Builders may display one (1) sign of not more than nine (9) square feet on a lot to advertise the lot and any residential structure situated thereon for sale during the sales and/or construction period.
- (b) No signs are permitted for three (3) years after date of purchase on unimproved lots. Any owner may display one (1) sign of not more than nine (9) square feet on a lot improved with a residential structure to advertise the residence for sale or rent.
- (c) The Association may display such signs as it may deem necessary for the efficient use of the Common Areas or beneficial for the Members.

Section 8. Lot Appearance. No building structure on any Lot shall be allowed to fall into neglect or disrepair. In the case of fire damaged buildings, they shall be demolished and the debris removed, or repaired or rebuilt within a reasonable time from such event. Failure by the owner to take such action as is necessary to maintain, repair or replace such buildings after ten (10) days written notice from the Association shall allow the Association to repair or demolish the structure and to charge the costs thereof as a lien against the property, which shall be enforceable by any means available at law or equity.

The Owner of each lot shall keep his lot in a neat and attractive condition. Upon failure to do so, the Association, its authorized agents, successors and assigns, may, after ten (10) days written notice to such Owner, enter upon the Lot for the purpose of mowing the

lawn, removing dead trees, shrubs or other rubbish therefrom. Upon such action, the owner shall be personally liable for the costs thereof and said costs shall be a permanent lien upon said lot enforceable by the Association by proceedings at law or equity. All charges for such maintenance on the part of the Association shall be reasonable. Any work performed shall be done only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and the serving of notice as provided above shall be sufficient to allow the Association or its successors and agents to enter upon said property for the purposes above said without being guilty of trespass.

Section 9. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

- (a) Any such water shall drain or flow from the homesite into adjacent drainage swales and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless a drainage swale for such purpose has been created or subsequently granted.
- (b) All drainage slopes on any Lot shall be maintained so as to prevent any erosion thereof.
- (c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established drainage functions or facilities.

Section 10. Miscellaneous Building Requirements. Every residence, as part of the installed equipment, shall contain a smoke detector fire alarm unit and an alarm system capable of being tied in with any future development's master alarm system; all of which will be maintained in functioning condition.

All residences shall provide for the disposal of waste materials through a septic system or other waste disposal system approved by the Association and the appropriate governmental authority. An owner shall submit a plan with regard to such septic system to the Association and to the appropriate governmental authority prior to the commencement of any resident construction.

All elevated tanks of any kind which shall be erected, placed or permitted on any Lot shall be screened from public view and approved by the Board of Directors or the

Architectural Control Committee to include but not limited to location, size, height and color. Nothing herein shall prevent Declarant, its successor or assigns from erecting, placing, or permitting the placing of tanks or other water system apparatus on common properties for the use of the property owners. Tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from public view from neighboring lots, roads or streets.

Mailbox design, location, color and lettering will be directed by the Review Board.

Entry gate design and location, including landscaping at entries, will be directed by the Review Board.

All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets.

All exposed or exterior radio or television transmission or receiving antennae erected, placed, or maintained on any part of the premises shall be screened from public view.

All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot. All solid waste and trash shall be placed at a designated point for pick-up, and at such times as notified by either county authority or contract operator.

Section 11. Variances. The Review Board or the Architectural Review committee is authorized and empowered, in its sole and absolute discretion, to make and permit reasonable modifications and deviations to these Declarations as it relates to this Article X when in the sole and final judgment and opinions of the Review Board or the Architectural Review Committee such modifications or deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. All variances must be approved in writing. A variance granted will not be deemed to be a violation of this Declaration as it relates to the matter for which it was granted.

ARTICLE XI

General Provisions

Section 1. Duration. The rights, use easements and privileges of the Owners and all other easements in or to the Common Properties or Common Access Easements and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be

covenants running with the land and shall be of perpetual duration, except that:

- (a) The provisions for Architectural Control set out above and the Building and Use Restrictions set out above (except those of which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out above (other than in respect to the maintenance and repair of the Private Streets and Drives in which respect and for which purpose the maintenance charge shall be of perpetual duration), shall run with the land and be in effect for an initial term of forty (40) years from the date this Declaration is filed for record, after which time they shall be automatically extended for successive periods of ten (10) years each unless within five (5) years prior to the expiration of the initial or any extended term the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then Owners of at least seventy-five percent (75%) of the Lots in Remington Trails, in which case such agreement shall take effect upon the expiration of the term then in effect.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach of default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plans and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

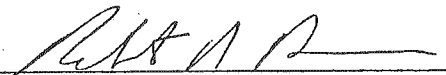
Section 5. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

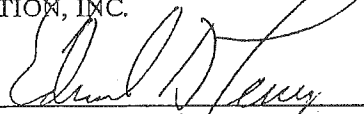
Section 7. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.


DECLARANT:

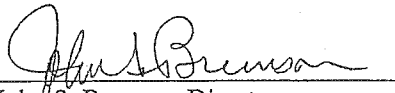
TCVI, INC.

By: 
Robert B. Brunson, President

REMINGTON TRAILS HOMEOWNERS ASSOCIATION, INC.

By: 
Edward B. Terry, Director

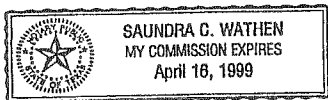
By: 
Jed Lee Howard, Director

By: 
John S. Brunson, Director

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared Robert B. Brunson in his capacity as President of TCVI, Inc., a Texas corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 14 day of August, 1998.

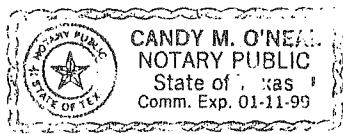


Saundra C. Wathen
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Saundra C. Wathen
My Commission Expires: 4-16-99

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared Edward B. Terry in his capacity as Director of Remington Trails Homeowners Association, Inc., a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 14th day of August, 1998.

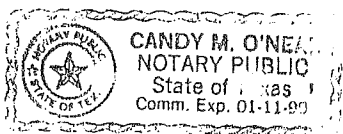


Candy M. O'Neal
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Candy M. O'Neal
My Commission Expires: 01-11-99

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared Jed Lee Howard in his capacity as Director of Remington Trails Homeowners Association, Inc., a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 14th day of August, 1998.

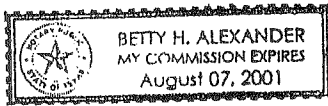


Candy M. O'Neal
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Candy M. O'Neal
My Commission Expires: 01-11-99

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared John S. Brunson in his capacity as Director of Remington Trails Homeowners Association, Inc., a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 14th day of August, 1998.



Betty H. Alexander
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Betty H. Alexander
My Commission Expires: 8/7/01

RETURN TO:

TCVI, Inc.
14745 Memorial Drive, Box 145
Houston, Texas, 77079

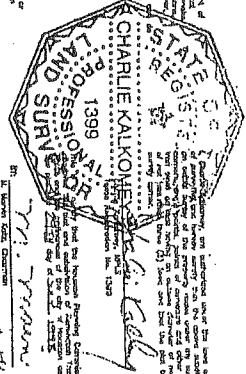
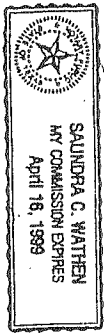
STATE OF TEXAS
COUNTY OF WALLER

CHARLES A. KALKONKY, Registrar of Deeds for the County of Waller, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Waller County, Texas, in the name of SAUNDRIA C. WATTEN, My Commission Expires April 18, 1999.

SAUNDRIA C. WATTEN
MY COMMISSION EXPIRES
APRIL 18, 1999

Notary Public in and for the State of Texas
My Commission Expires

[Signature]
SAUNDRIA C. WATTEN
NOTARY PUBLIC
APRIL 18, 1999



STATE OF TEXAS
COUNTY OF WALLER

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Waller County, Texas, in the name of SAUNDRIA C. WATTEN, My Commission Expires April 18, 1999.

[Signature]
SAUNDRIA C. WATTEN
NOTARY PUBLIC
APRIL 18, 1999

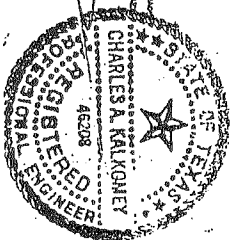
[Signature]
SAUNDRIA C. WATTEN
NOTARY PUBLIC
APRIL 18, 1999

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires

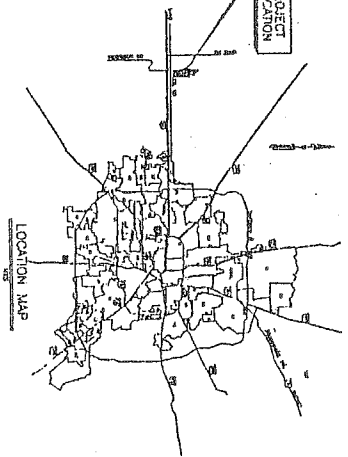
NOT COMPLETED

NOT COMPLETED

NOT COMPLETED



NEITHER THE CITY OF HOUSTON NOR ANY GOVERNMENT AGENCY IS SOLICITED TO PROVIDE WASTEWATER CAPACITY TO THIS DEVELOPMENT. NOR AFTER ANNEXATION SHALL THE CITY OF HOUSTON BE REQUIRED TO SERVE THIS AREA WITH SEWERS.



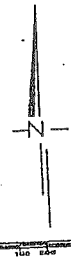
REMAININGTON TRAILS
SECTION TWO
SUBDIVISION

5 BLOCKS, 48 LOTS, 4 RESERVES
A SUBDIVISION OF 119.2050 ACRES OF LAND IN THE E.B. COUCH SURVEY, ABSTRACT 299, WALLER COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN DEED RECORDED IN COUNTY CLERK'S FILE NO. 982967, OFFICIAL RECORDS, WALLER COUNTY, TEXAS

DEVELOPER
HARVEST DEVELOPMENT GROUP, L.P.
800 ARCADE C
MAY, TX 77448

PREPARED BY
SIN MP
DATE: JUNE 14, 1999

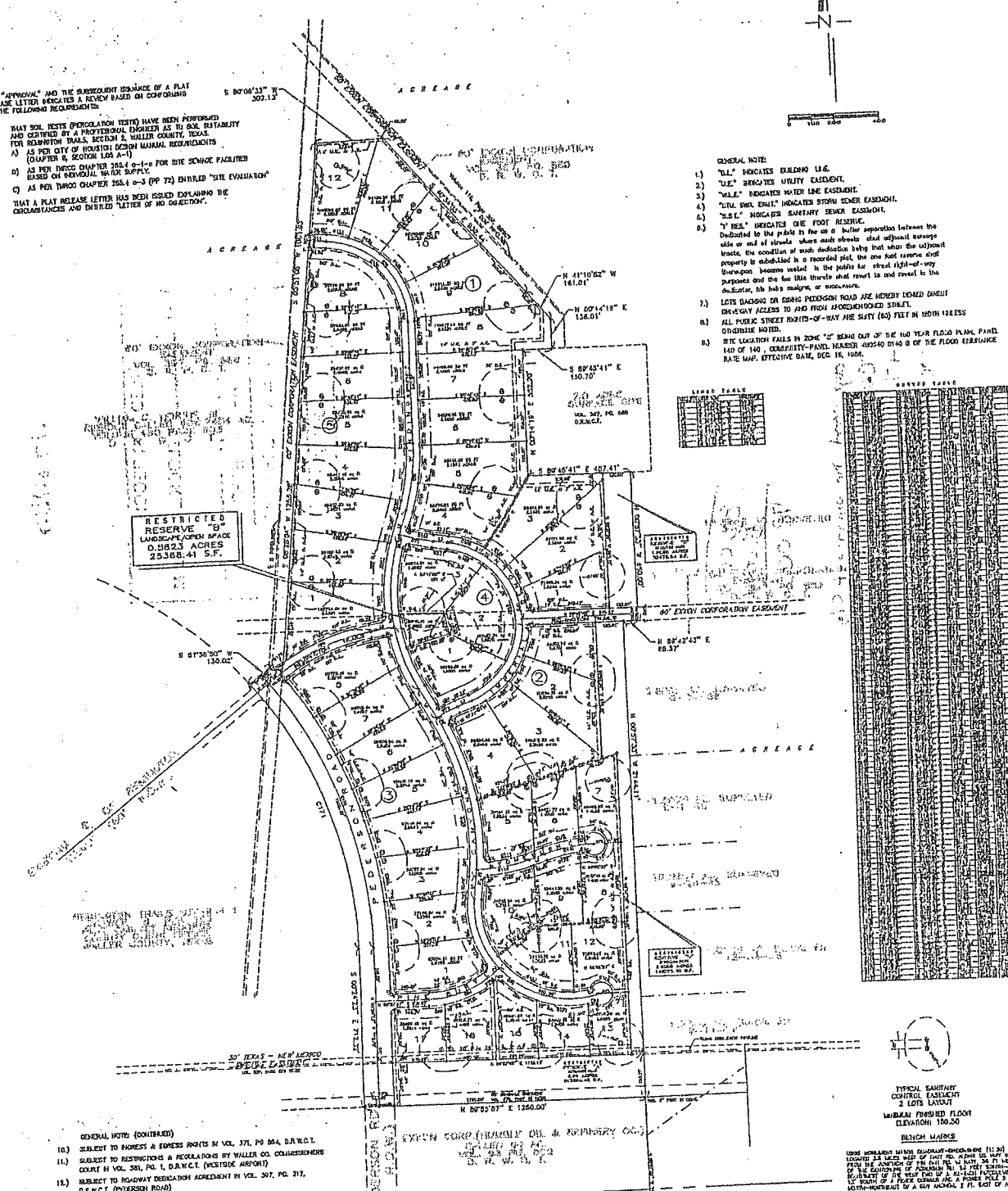
183973



"APPROVAL" AND THE SUBSEQUENT ISSUANCE OF A PLAT
 ARE LETTER INDICATES A REVIEW BASED ON CONFORMING
 THE FOLLOWING REQUIREMENTS:

- A) AS PER CITY OF HOUSTON DESIGN MANUAL REQUIREMENTS
 (CHAPTER 9, SECTION 103-A-1)
- B) AS PER TEXAS CHAPTER 258.1-1-1 FOR SITE SERVICE FACILITIES
 BASED ON MANUAL NO. 10 FOR SUPPLY.
- C) AS PER TEXAS CHAPTER 258.1-3 (PP 72) ENTITLED "SITE EVALUATION"
 THAT A PLAT RELEASE LETTER HAS BEEN ISSUED EXPLAINING THE
 CIRCUMSTANCES AND ENTITLED "LETTER OF NO OBJECTION".

- GENERAL NOTE:
- 1) "D.L." INDICATES BUILDING L.I.G.
 - 2) "U.E." INDICATES UTILITY EASEMENT.
 - 3) "W.A.L.E." INDICATES WATER LINE EASEMENT.
 - 4) "S.S.E." INDICATES SEWERY SEWER EASEMENT.
 - 5) "R.E.A." INDICATES ONE FOOT RESERVE.
 Dedicated to the P.D.M. in the 60' buffer separation between the
 side or end of streets where such streets do not abut an escape
 route, the condition of such dedication being that when the adjacent
 property is subdivided in a recorded plat, the one foot reserve shall
 thereupon become vested in the public for street right-of-way
 purposes and the fee shall revert to and remain in the
 developer, his heirs, assigns, or successors.
 - 6) LOTS BARRING OR CROSSING PROCESSION ROAD ARE HEREBY DENIED DIRECT
 DRIVEWAY ACCESS TO AND FROM INCORPORATED STREET.
 - 7) ALL PUBLIC STREET RIGHTS-OF-WAY ARE SIXTY (60) FEET IN WIDTH UNLESS
 OTHERWISE NOTED.
 - 8) SITE LOCATION FALLS IN ZONE "2" BEING OUT OF THE TWO YEAR FLOOD PLAIN, PLAT
 140 OF 140, COMMISSION-PANEL NUMBER 402540 04-0 8 OF THE FLOOD DAMAGE
 PLAT MAP, EFFECTIVE DATE, DEC. 16, 1988.



- GENERAL NOTE (CONTINUED)
- 10) SUBJECT TO FOREST EASEMENTS IN VOL. 371, PG. 884, D.A.W.C.T.
 - 11) SUBJECT TO RESTRICTIONS & REGULATIONS BY WALLER CO. COMMISSIONERS
 COURT # 1 VOL. 381, PG. 1, D.A.W.C.T. (WORTSIDE AIRPORT)
 - 12) SUBJECT TO ROADWAY DEDICATION AGREEMENT IN VOL. 307, PG. 317,
 D.A.W.C.T. (PULASKI ROAD)

H & T O G N G S SURVEY,
 SECTION 103, ABSTRACT 120

D. K. R. R. (1927 & 1930)

U.S. 2000 00

THE STATE OF TEXAS
COUNTY OF WALLER.

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas

984095

FILED FOR RECORD
AT 3:25 O'CLOCK P M
August 14, 1998
CHERYL PETERS
COUNTY CLERK, WALLER COUNTY, TEXAS
BY <i>Christina Pepper</i> DEPUTY

67.00
5.00
1.00

73.00 pd
5.00 p/c

78.00 pd

Ridgewood Development c/o
TCMI, Inc
14745 Memorial Dr. Box 145
Houston, TX 77079

110-0020

DECLARATION OF COVENANTS AND RESTRICTIONS,
REMINGTON TRAILS, SECTION TWO

WHEREAS, on August 14, 1998, TCVI, Inc., a Texas corporation, (the "Declarant"), filed and recorded the Declaration of Covenants and Restrictions, Remington Trails, Section Two (the "Declaration"), said Declaration being recorded in Volume 594, Page 878 *et seq.* of the Official Public Records of Waller County, Texas, thereby imposing on Remington Trails, Section Two, a subdivision in Waller County, Texas, according to the map or plat thereof, recorded in Volume 594, Page 370 of the Official Public Records of Waller County, Texas, all those certain restrictions, easements, restrictions, covenants, conditions, charges and liens therein set forth for the benefit of the Subdivision and each Owner of Lots thereof; and

WHEREAS, the Declarant is the Owner of all the Lots in the Subdivision, and desires to restate, modify and amend the Initial Declaration pursuant to the authority contained therein, and the particulars hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties. The covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

Accordingly, the following provisions of the Declaration are amended as follows:

Article X, Section 4 of the Declaration is hereby deleted and the following is substituted therefore:

Section 4. Construction Standards. *The exterior materials of the main residential structure and any attached garage and servant's quarters shall be not less than twenty-five percent (25%) brick, masonry, natural stone or stucco. All roof materials, including color, type and weight, must be approved by the Review Board. All exterior construction of any building must be completed within eight (8) months from the completion of the foundation. No building shall be occupied until the exterior is finished and a certificate of occupancy is given by the Review Board. Failure to complete construction within eight (8) months of commencement is a violation of these restrictions and may result in the exercise of the remedies provided for in these restrictions.*

Article XI, Section 1(a) of the Declaration is hereby deleted and the following is substituted therefore:

(a) *The provisions for Architectural Control set out above and the Building and Use Restrictions set out above (except those of which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out above (other than in respect to the maintenance and repair of the Private Streets and Drives in which respect and for which purpose the maintenance charge shall be of perpetual duration), shall run with the land and be in effect for an initial term of forty (40) years from the date this Declaration is filed for record, after which time they shall be automatically extended for successive periods of ten (10) years each, unless the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then Owners of at least seventy-five percent (75%) of the Lots in Remington Trails, Section Two.*

In all other respects, the said Declaration is hereby ratified and confirmed.

EXECUTED this 3rd day of September, 1998.

DECLARANT:

TCVI, INC.

By: [Signature]
Robert B. Brunson, President

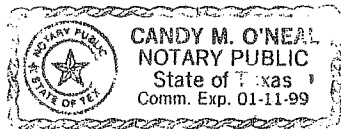
REMINGTON TRAILS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Edward B. Terry, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared Robert B. Brunson in his capacity as President of TCVI, Inc., a Texas corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of September, 1998.

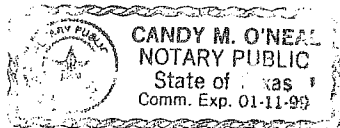


Candy M. O'Neal
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Candy M. O'Neal
My Commission Expires: 01-11-99

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority personally appeared Edward B. Terry in his capacity as President of Remington Trails Homeowners Association, Inc., a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVE UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of September, 1998.



Candy M. O'Neal
NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: Candy M. O'Neal
My Commission Expires: 01-11-99

RETURN TO:

TCVI, Inc.
14745 Memorial Drive, Box 145
Houston, Texas, 77079