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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COUNTRY HEIGHTS ESTATES SUBDIVISION

THIS INSTRUMENT creates and states in its entirety the Declaration of Covenants, Conditions and Restrictions of Country Heights Estates Subdivision by Sheila A. Cegielski as of the 19th day of February, 1992.

W I T N E S S E T H :

Sheila A. Cegielski ("Developer") is the owner of the tracts or parcels of land consisting of approximately 16.828 acres of land situated in Brazoria County, Texas that are more particularly described in "Exhibit A" attached hereto and incorporated by reference herein (the "Land").

FOR THE PURPOSE of adopting an overall plan for the orderly development of the Land into a residential subdivision to be known as "Country Heights Estates Subdivision" it is the desire and intent of the Developer to sell and convey various tracts of land to various persons and desires that said property shall be established as a restricted residential district and to place upon said lands certain restrictions, covenants, and conditions herein set forth (hereinafter such covenants, conditions and restrictions are collectively called the "Declaration") to the end that the values of said lands will be upheld and the interests of the present and future owners of said lands be protected. The Declaration shall constitute covenants which will benefit and bind any purchaser, grantee, owner, mortgagee, or holder of any other interest including respective heirs, executors, administrators, devisees, successors, and/or assigns of any party in or to any tract or parcel of land located within the Land including any improvements located on the Land. The following covenants, conditions, and restrictions which shall run and are binding upon and against the said premises for a period of twenty (20) years from the date of recording of these covenants, after which said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the property has been recorded agreeing to change said covenants in whole or in parts.

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Association" shall mean and refer to Country Heights Estates Subdivision Property Owners Association, a Texas nonprofit corporation, together with its successors, legal representatives and assigns.

(b) "Committee" and "Architectural Control Committee" shall mean and refer to the Architectural Control Committee described in Article IV herein.

(c) "Covenants" shall mean and refer to the covenants and restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Country Heights Estates Subdivision, together with any supplements or amendments hereto.

(e) "Developer" shall mean and refer to Sheila A. Cegielski, Owner, together with its successors, legal representatives, grantees and assigns as described in an instrument executed by Developer and duly recorded in the Official Public Records of Real Property of Brazoria County, Texas. In the event of the foreclosure of any of the liens described in instruments executed by Developer and granting a lien on all of the Land, or any renewal, extension or modification of any such liens, or in the event of the execution and delivery of a deed in lieu of foreclosure of such liens, the purchaser at the foreclosure sale or the grantee in the deed in lieu of foreclosure shall have the right to designate the person or entity to serve as the "Developer" hereunder, and the person or entity so selected shall be deemed for all purposes hereof to be the successor "Developer" pursuant to this Section 1.01.

(f) "Development" shall mean the Country Heights Estates Subdivision located in Brazoria County, Texas, and on the real property thereto as may hereafter be brought within the jurisdiction of the Developer or encumbered by this Declaration.

(g) "Dwelling" shall mean and refer to a single family residence (including a garage) located on a Lot.

(h) "Home Builder" shall mean a home building contractor authorized to build a home on a Lot.

(i) "Land" shall mean and refer to all of the lands described in Exhibit "A" and any additions or amendments thereto and all improvements located thereon.

(j) "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A", and is designated as a lot on a recorded plat of the Land or conveyed by the Developer to an Owner, whether or not said lot is improved with a Dwelling. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit".

(k) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article V.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Unit which is a part of the "Land".

(m) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(o) "Resident" shall mean an individual that resides on a Lot or in a Unit.

(p) "Tract" shall have the same meaning as "Land" as defined under paragraph (i) of the section.

(q) "Unit" shall mean and refer to a single family residence living unit being situated upon the land.

ARTICLE II - RESTRICTIONS

The following restrictions set forth in this Article II shall apply to the Units.

Section 2.01 - Single-Family Residential Purposes. The Lots and Units shall be used for single-family residential purposes only. If the Unit, garage apartment, servant's quarters or studio should be leased, tenants and/or owners will be subject to all deed restrictions. No building or other improvements at any time situated on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants.

Section 2.02 - Vehicular Parking and Access. No vehicle shall be parked on any part of the Land, except on street or driveway. No vehicles may park on paved street overnight. No commercial vehicles, except those present on business to serve a Unit may be in the Development. Motorized recreational vehicles must be parked inside garages and concealed from public view. No driveways shall be constructed so as to provide direct vehicular access to County Road 529.

Section 2.03 - Mailboxes. Individual mailboxes are permitted and must meet the standards of the U.S. Postal Service. Mailboxes should be placed where designated or allowed by the U.S. Postal Service.

Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no signs of any character shall be displayed or placed upon any Lot. The

Developer may enter upon any Lot and summarily remove and destroy any such signs.

(b) Nothing contained in these Covenants shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, and other structures as the Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No external radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna, or appurtenances thereto shall be maintained on the exterior of any Dwelling or on any other portion of any Lot.

Section 2.06 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the normal television or radio reception of any other Units.

Section 2.07 - Animals. All animals permitted by this Section shall be kept on a leash within the Development when not within an enclosed area of a Lot. No horses, mules, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas or any other animals shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domestic breeds of birds, dogs, cats and fish, unless otherwise excluded herein, may be kept on a single Lot for pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals shall, in the sole and exclusive opinion of the Developer or the Association, become dangerous or an annoyance or nuisance to the Development, neighborhood, other Units or nearby property or destructive to wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Development. No motorcycles, minibikes, all terrain vehicles, motorscooters or similar motorized vehicles may be operated on the streets of the Development except for ingress or egress. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land or Lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by the Developer. No Owner shall permit any use of his Unit to cause an increase in the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association.

Section 2.09 - Re-subdividing. Neither the Lots nor Land shall be subdivided, replatted or divided without the prior written consent of the Developer.

Section 2.10 - Clothes Drying. The drying of clothes in public view is prohibited. There shall be no permanent clotheslines constructed on any Lot. No portable clotheslines shall be visible from the street or exceed seven (7) feet in height. Such clotheslines shall be stored indoors when not in use. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if same be visible from any street.

Section 2.11 - Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. The provisions contained herein apply solely to brick, wrought iron and wooden fences, and under no circumstances shall the Architectural Control Committee allow the installation of chain link fences. Approval of the Architectural Control Committee is not required for any fences or walls constructed by the Developer. No fence, wall, tree, hedge, shrub or structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

(a) Perimeter. Fences may not be installed around the perimeter of the Lot except as provided in Section 2.11 (b), (c), (d) and (e).

(b) Privacy. Privacy fences of brick or of cedar, cypress or other suitable, durable wood may be erected to a maximum height of six (6) feet and must be approved by the Architectural Control Committee. These are to be located from the rear Dwelling Line to the rear Lot Line.

(c) Fence Installation. All fences must be installed with the posts on the inside of the Lot (on the same side of the fence as the Dwelling located on such Lot). When landscape buffers are required, they should be allowed to grow to a maximum of fence height. All fencing and landscape buffers shall be maintained in a good condition by the Owner. All fences must be of brick or of cedar, cypress or other suitable, durable, wood material. They should be in keeping with the style of the neighborhood.

(e) Terms. The terms "Front Dwelling Line", "Side Dwelling Line", "Rear Dwelling Line", "Front Street", "Front Lot Line", "Rear Lot Line", "Side Lot Line" or "Side Street" are used as stated above and as shown on Exhibit "B" attached hereto.

(f) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain fences and/or walls around the perimeter of the Development on individual Lots, with said fences and/or walls to be maintained

by the Association. Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwelling.

Section 2.12 - Lot Maintenance. The Owner of each Lot shall, at his or her own expense, keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. No tree, shrub or plant of any kind shall be allowed to encroach upon any sidewalk or other pedestrian way as to create a nuisance, or danger for pedestrians. In the event the Owner fails to comply with the preceding sentence of this Section 2.12, the Association shall have the right, but not the obligation, to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other thing and perform and finish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association on demand.

Section 2.13 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and Residents of the Land upon request.

Section 2.14 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.15 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, the Owner thereof or the Association as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, to grass over and landscape the Land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.16 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, or any part or parts thereof, shall be substantially repaired, rebuilt or reconstructed in accordance with the plans and specifications for such property as approved by the Association. Reconstruction must be completed within six (6) months from the occurrence of the damage.

Section 2.17 - Lighting. All outside lights on Lots in the Development shall be in accordance with an outside lighting plan as established by the Developer. Except as provided by such plan or the express written consent of the Association, there shall be

no outside lighting, other than indirect lighting. Lighting for the street(s) in the Development may be provided by the Association or by the County, whereas a Maintenance Charge may be assessed.

Section 2.18 - Fire District. The Land is located in the Alvin Volunteer Fire District, Station No. 2 located on Medic Lane, Alvin, Texas and a charge is included in the property tax for fire protection. For insurance purposes, it is a tanker operation and approximately six miles from the Land.

Section 2.19 - Setback Lines. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. No structure shall be erected nearer than seventy-five (75') feet from a Front Lot Line of any Lot nor further than one hundred (100') from the Front Lot Line. Inclusive in the Front Lot Line is a ten foot (10') electrical utility easement. No structure shall be erected nearer than twenty-five (25') feet from a Side Lot Line, except where said Side Lot Line faces a street, in which case, no structure shall be erected nearer than thirty (30') feet from a Side Street Lot Line adjoining said Side Street and no garage facing a Side Street shall be erected nearer than thirty (30') feet from a Side Street Lot Line adjoining said Side Street. No structure shall be erected nearer than thirty (30') feet from a Rear Lot Line. On Lots backing up to the drainage ditch, a thirty five (35') foot drainage easement is required. A swimming pool may not be located in the front yard of any Lot, nor past the structure on a Side Lot Line adjoining a Side Street. All mechanical equipment, including, but not limited to, water softeners, central air conditioners, pumps or pool heaters shall not be visible from a street. The term "structure" shall have the same meaning given by the County zoning and building codes in effect as of the date of recording of these restrictions.

Section 2.20 - Dwellings. No Dwelling shall have a square foot area of less than two thousand two hundred (2,200') square feet, exclusive of screened areas, open porches, terraces, patios and garages. The maximum portion of a Lot covered by structures placed on lots shall comply with the applicable provisions of the County zoning and building codes, including the current provisions thereof limiting the building area, exclusive of outdoor swimming pools and outdoor tennis courts, on each lot to twenty-five percent (25%) of the lot area. No Dwelling shall have more than three (3) finished stories or floors. All Dwellings must have a private garage for at least two (2) but not more than four (4) cars. The garage must conform architecturally with the Dwelling. The minimum roof pitch for the Dwelling or detached garage shall be four (4') foot raise for each twelve (12') feet of width of said roof, when said width is measured from front eave to back eave in a line parallel to the ground. The eaves of all roofs shall overhang the sides of each Dwelling or garage by a minimum of one (1) foot. All roofs shall be covered with shingles having a dimensional appearance (architectural grade). All Dwellings shall have either a wood, brick, stucco or stone face finish. No Dwellings shall have an exposed structural block or imitation brick face. All Dwellings shall have concrete or hot mix driveways and grassed front, side

and rear lawns. Each Owner of a Lot shall, at his own discretion, be responsible for the landscaping of his Lot. However, the Developer or Association may become involved and exercise its authority should a planting prove to be an eyesore to the development or become detrimental to the water and septic systems, such as a Weeping Willow tree's root system. Basketball backboards or hoops will only be permitted in the rear of the Dwelling Unit and may not be visible from the street. Solar heating or cooling equipment shall not be visible from any street, unless otherwise approved by the Architectural Control Committee.

Section 2.21 - Maximum Construction Period. Under no circumstances shall the construction, reconstruction or modification of any Lot, Dwelling, structure, fence or wall continue for more than nine (9) months from the date the work commenced on said construction project. No Dwelling shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental body issuing such certificate.

Section 2.22 - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected or used, temporarily or permanently, as a residence or for any other residential purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose on any of the Lots in this subdivision; provided, however, any exceptions to this paragraph must be approved by Developer.

Section 2.23 - Windows, Doors and Screens. Windows shall not be covered on the interior of said Unit by sheets, bedspreads, newspaper or foil. With the exception of the upper panels of a paladium window, blinds, shades, drapes, or other appropriate window coverings shall be used. All garage doors of Units shall be closed except when opened temporarily for ingress or egress.

Section 2.24 - Window Air Conditioners. No window air conditioners will be installed or permitted.

Section 2.25 - Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitably screened so as to not be visible from the street or adjacent or nearby Lots.

Section 2.26 - Utilities Installations. All service lateral utility installations shall be installed underground.

Section 2.27 - Well, Septic System and Gas. All attempts to locate your water well in the rear yard of Lot should be made prior to its placement in the front yard of said Lot. Prior to final blueprints and final plans, a septic company, well company and propane gas company should be consulted, providing them a set of blueprints for the Dwelling and plat size. So that mistakes are not finalized into your plans, consulting local companies will save costly errors during construction and future-wise. Please provide proof of this consultation to the Association for its final approval of your plans. If water cannot be found in

the rear of your dwelling, and it is not feasible to locate your well to the either side of your Dwelling, then if the well is located to the front of the Dwelling, it should conform to standards set by the Architectural Control Committee as far as being properly housed and proper distancing from street. Above all, the water well should be situated entirely within the rear yard area of such Lot unless a different location is authorized in writing by the Architectural Control Committee, and must comply with all requirements imposed by law and must not encroach on any utility or other easement.

Section 2.28 - Swimming Pools. Subject to the further limitations in Section 2.19 herein, swimming pools shall not be located closer than twenty (20) feet from any lot line, must be situated entirely within the rear yard area of such Lot unless a different location is authorized in writing by the Architectural Control Committee, must comply with all requirements imposed by law and must not encroach on any utility or other easement. The walls, cap and deck of any pool shall not extend more than one (1) foot above the surface grade of the Lot.

Section 2.29 - Sprinkler Systems. Sprinkler Systems should be 100% underground in the front and side areas of the Lot and must be maintained in operable condition.

Section 2.30 - Amendments and Modifications by Developer. Notwithstanding any provisions of this Declaration to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of seven (7) years from the date of recording the original Declaration to amend, modify or grant exceptions or variances from any of the Restrictions set forth in this Article II without notice to or approval by other Lot Owners of the Development or Association.

Section 2.31 - Refuse Collection. All trash containers, trash, garbage or other refuse shall be maintained in a location not visible from the street(s), and shall not be placed for pickup until the morning of pickup and any and all containers for such trash, garbage or refuse shall be returned the evening of pickup to their normal location.

Section 2.32 - Ordinances. Every Owner, their licensees, tenants, guests, and invitees shall at all times abide by all county, city or other governmental ordinances, including, but not limited to, zoning ordinances, flood control ordinances, subdivision ordinances, ordinances with regard to pets and leashes, parking ordinances and ordinances regarding conduct.

Section 2.33 - Pumping and Irrigation. The Owners of any Lot which includes or is adjacent to a pond, drainage ditch or other body of water shall not draw down said body of water by pumping or draining therefrom. Sprinkling apparatus or irrigation systems, excluding wells, may be installed in any easement so designated in Exhibit "A".

Section 2.34 - Drainage. All Lots are burdened with reciprocal, mutual easements for drainage of surface waters, including those set forth on the Development Plat, and no Owner may excavate, fill or otherwise alter such Owner's Lot in any manner that alters the drainage patterns established as part of the Development. Without limitation, no Owner shall cause or permit the obstruction, alteration or modification of the original drainage pattern of any Lot as established as part of the Development, including any alteration or modification to drainage swales, curbs, gutters, culverts, trenches, devices or facilities that have been constructed or installed on any Lot for storm drainage purposes, whether through the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevation, regrading of surfaces, filling of culverts, channeling, placing holes or ditches, or any other act. Drainage plans for each Lot must be approved by the Architectural Control Committee prior to the commencement of home construction.

Section 2.35 - Lot Alterations. No Owner shall cause or permit any earth or other material to be excavated or removed from any Lot for sale or for other commercial purposes, and no change in the elevation of the surface of any Lot shall be permitted without the prior written approval of the Architectural Control Committee.

Section 2.36 - Proviso. Provided, however, that until the Developer and Home Builders have completed all of the contemplated improvements in the Development and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. The Developer may make such use of the unsold Lots without charge as may facilitate such completion and sale.

ARTICLE III - UTILITIES AND EASEMENTS

Section 3.01 - Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities including electricity, telephone, cable television and other utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved to the Developer, Brazoria County and the respective flood control district in and to all utility easements and drainage easement areas (herein called "Easement Areas") shown on the Plat, which easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer, Brazoria County, and respective County Flood Control District shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph or as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the utilities or any Retention or Detention Areas (herein defined),

nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, soil, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of any utilities or drainage facilities within the Easement Areas or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are or may be shown on the Plat or are on or in the Development or which may be constructed in such Easement Areas.

Section 3.02 - Landscaping, Signage and Fencing. The Developer reserves to itself and the Association an easement over, along, across and under walls, fences, landscaping and roads provided by the Developer of Country Heights Subdivision for purposes of landscaping, maintenance of signage, walls, fences and other reasonable access over Lots. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain any landscape area, signs, walls, fences or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within the Easement Areas. No structure, including but not limited to, fences, walls, soil, irrigation systems, plantings or other material shall be placed or permitted to remain which may damage or interfere with access to such Easements or facilities therein. No contiguous shrub planting within ten (10) feet of the 3-rail fencing facing C.R. 529.

Section 3.03 - Maintenance of Easements. The Owners of the Lot or Lots subject to the privileges, rights and Easements referred to in this Article III shall acquire no right, title or interest in or to any poles, wires, cables, signs, plantings, improvements, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, whether as reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, for those improvements which the utility provider is responsible and those areas maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement area, including slope control areas.

ARTICLE IV - ARCHITECTURAL CONTROL

Section 4.01 - Architectural Control Committee. The Developer shall appoint as a standing committee an Architectural Control Committee ("Committee"). Composed of a three (3) or more persons appointed, in writing, by the Developer, or, in the

Developer's discretion, the Developer may constitute itself the Committee by failing to appoint in writing the members of the committee. Until such time as the incorporation of the Association and the election of the Committee, the Developer shall appoint the members of the Committee. No member of the Committee shall be entitled to compensation for services performed, but the Committee may employ independent professional advisors for plan review and may allow reasonable compensation to such advisors, not to exceed one hundred twenty five (\$125.00) dollars per Lot. The Committee shall have full power to regulate all exterior changes to a Unit, including landscaping and drainage, Dwelling and other structures location and tree removal to the Lots or Units in the manner hereinafter provided.

Section 4.02 - Committee Authority. No exterior changes, additions or alterations, including exterior coloring, to any Dwelling or other structure in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced or erected, except such as are installed, improved or made by the Developer in connection with the initial construction of the buildings and improvements within the Development, until the same is approved by the Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Development as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Development as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration. Violations of the Committee's rules and regulations shall be enforced by the Committee, or the Developer, whichever is in existence at the time of the violation(s).

Section 4.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by the Developer, until the plans and specifications showing the nature, kind, shape, height and materials are submitted to and approved by the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to

the Committee, a lawsuit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Developer or any Owner may resort immediately to any other lawful remedy for such violation.

Section 4.04 - Procedure. As is set forth in "Section 4.02", the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Developer does not constitute itself the Committee, then the Developer, in its discretion, may provide, by resolution, for appeal of decisions of the Committee to the Developer, subject to such limitations and procedures as the Developer deems advisable. The Developer or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such persons' recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Developer or Committee deems advisable.

Section 4.05 - Standards. No approval shall be given by the Developer or Committee pursuant to the provisions of this Article, unless the Developer or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development, and, (b) shall protect and conserve the value and desirability of the Development as a residential community, and, (c) shall be consistent with the provisions of this Declaration and, (d) shall be in the best interests of the Developer in maintaining the value and desirability of the Development as a residential community.

Section 4.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer, must have the written approval of the Developer, unless such approval is waived in writing by Developer or Developer's authorized representative.

Section 4.07 - Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation or any provision of this Declaration.

ARTICLE V - ADMINISTRATION

Section 5.01 - Association. The Developer shall be responsible for the organization of the Association. The Association shall have the rights, powers and duties of the Association as provided herein. The Association shall be governed by its Articles of Incorporation and Bylaws. Such rights and powers, subject to the approval thereof by any

agencies or institutions deemed necessary by the Developer, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles of Incorporation and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable, or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles of Incorporation and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours. Copies of said Articles of Incorporation and Bylaws may be purchased for such reasonable fees as may be prescribed by the Association and otherwise provided as set forth in Section 2.13 herein. Until such time as the Association is organized, the Developer shall have the rights, powers and duties of the Association provided for herein.

Section 5.02 - Members. Every Owner of a Lot or Unit shall be a Member of the Association as designated in Section 5.03 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Unit which is subject to Maintenance Charge or from occupancy of a Unit.

Section 5.03 - Membership and Voting Rights. Members shall be Owners of Lots in the Development, and shall be entitled to One (1) vote for each such Lot so owned.

Section 5.04 - Joint Owners. When more than one person holds an interest in any Lot or Unit, all such persons shall be Members of the Association, provided, however, that the Owner's vote shall be exercised as provided above or as all persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit not owned by the Developer.

ARTICLE VI - REMEDIES

Section 6.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot or Unit, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot or Unit, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE VII - MISCELLANEOUS

Section 7.01 - Approvals. Wherever in the Covenants the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced until and after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event the Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the

Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 7.02 - Assignments. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, privileges, powers, easements, authorities and reservations given to or reserved by the Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots or Units. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 7.02 shall apply to or affect the provisions of Article V.

Section 7.03 - Developer's Rights. The Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Lots and Units without acquiring the approval or joinder of any other Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration without notice to or approval by the Board or other Owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of Dwellings, pertaining to fence size, location or composition or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of the Developer under this subsection;

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without requiring the approval or joinder of any Lot or Unit Owner or mortgagee;

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Developer reserves unto itself the exclusive right to approve or disapprove of the initial

construction of all Dwellings, structures, buildings and improvements (herein referred to as the "Initial Improvements") to the Land and all other rights granted to the Committee with respect to the Initial Improvements. Initial Improvements shall not be made by any Owner or Home Builder until approval in writing of the plans and specifications is obtained from the Developer for such Initial Improvements. The Developer shall only grant such approval in writing upon a determination by the Developer that the Initial Improvements comply with this Declaration and are consistent with the Developer's overall plan and design of the Development.

(f) Notwithstanding anything contained herein to the contrary, in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lots or Units as an aide in selling Lots or Units, and further be allowed to place on the Development signs advertising the sale of Lots or Units.

Section 7.04 - Additional Covenants. No Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 7.05 - Termination. These Covenants, as described in this Declaration and as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of twenty (20) years from the date of recording the original Declarations, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy five (75) percent of the votes of Members has been recorded in the Public Records of Brazoria County, Texas, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Land then subject thereto, in the manner and to the extent provided in such written agreement.

Section 7.06 - Amendments. Subject to the provisions of Section 7.03(b) hereof, the Covenants of this Declaration may be amended by an instrument executed by the then Owners who represent seventy five (75%) percent of the votes of Members and shall be placed of record in the Official Public Records of Real Property of Brazoria County, Texas. Notwithstanding anything contained herein to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot or Unit shall be effective without the joinder of the institutional mortgagee.

Section 7.07 - Indemnification. The Association shall indemnify every officer and director against any and all expenses, including reasonable attorney fees, reasonably incurred

by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been an officer or director at the time such expenses were incurred. The officers and directors shall not be liable for any mistake of judgement, negligence, or otherwise taken on behalf of the Association, except for their own individual willful conduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent of any obligations as members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights as to which any officer or director, or former officer or director, may be entitled. The Association may, at a common expense, maintain adequate general liability and officers' directors' liability insurance to fund this obligation.

Section 7.08 - Insurance. The Association shall obtain such insurance coverage it reasonably and in good faith deems necessary, including, but not limited to, the following policies of insurance: a) general comprehensive public liability insurance in such amounts and in such form as shall be required by the Association against liability to and claims of the public, a Member of the Association, and any other person with respect to liability. The liability insurance shall name as separately protected insureds the Association, the Architectural Control Committee, other standing or special committees, the Board of Directors, and their respective members, employees, officers, agents and representatives.

Section 7.09 - Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, licensees, or employees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Lot or Unit or its appurtenances.

Section 7.10 - Enforcement. In addition to the other remedies permitted herein, if any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Developer or the Association or any person or persons owning a Lot or Unit:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Covenants or restrictions, or;

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of

preventing or enjoining all or any such violations or attempted violations. The remedies contained in Section 6.01 shall be construed as cumulative of all other remedies now or thereafter provided by law. The failure of the Developer, his grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 7.11 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgement or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 7.12 - Rules Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of end of the applicable period of perpetuities computed from the date when the period of perpetuities begins to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 7.14 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

92999 660

IN WITNESS WHEREOF, Sheila A. Cegielski, Owner and Developer, has caused this instrument to be executed this 12th day of February, 1992.

Sheila A. Cegielski
Sheila A. Cegielski

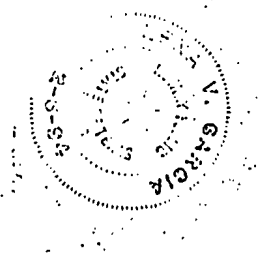
STATE OF TEXAS
COUNTY OF BRAZORIA

I HEREBY CERTIFY , that this date, before me, personally appeared Sheila A. Cegielski, known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions and she acknowledged before me that she is indeed Owner and Developer for the purposes therein expressed and for and on behalf of COUNTRY HEIGHTS ESTATES SUBDIVISION.

WITNESS my hand and official seal this 12 day of February, 1992.

Notary Public in and for the State of Texas

Sena Garcia 02-06-94
My Commission Expires:



SIGNATURE PAGE FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COUNTRY HEIGHTS ESTATES SUBDIVISION

EXHIBIT A

92999 661

16.828 ACRES OF LAND, BEING ALL OF LOT 43 AND A PART OF LOTS 44, 53, and 54 OF THE WELLMAN SUBDIVISION IN THE A.C.H. & B. SURVEY, SECTION 25, ABSTRACT 412, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 8, PAGE 622, DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1 1/2" iron pipe found at the West corner of Lot 43 and the North corner of Lot 42 of the Wellman Subdivision, said point being in the common line of the H.T. & B. R. R. Company Survey, Abstract 473, and the A.C.H. & B. Survey, Abstract 412;

THENCE North 41 deg. 54 min. 30 sec. East, along the common line of said Surveys, at 1172.07 feet pass an iron rod, and continue for a total distance of 1187.07 feet to a point for corner in County Road 529;

THENCE South 48 deg. 00 min. 43 sec. East a distance of 74.09 feet to an angle point;

THENCE South 23 deg. 12 min. 40 sec. East a distance of 795.32 feet to a point for corner from which point an iron rod bears North 23 deg. 12 min. 40 sec. West - 30.0 feet and South 63 deg. 37 min. 40 sec. West - 30.0 feet;

THENCE South 63 deg. 37 min. 40 sec. West, along a line in a drainage ditch, said line being the North line of an unrecorded subdivision, known as Heights Ridge IV, a distance of 352.24 feet to an angle point from which an iron rod bears North 37 deg. 15 min. 28 sec. West - 30.50 feet;

THENCE South 42 deg. 18 min. 51 sec. West a distance of 525.60 feet to a point for corner at the South corner of Lot 43;

THENCE North 48 deg. 03 min. 04 sec. West, along the Southwest line of Lot 43, at 30.0 feet pass an iron rod, and continue for a total distance of 661.52 feet to the PLACE OF BEGINNING AND CONTAINING 16.828 ACRES OF LAND.

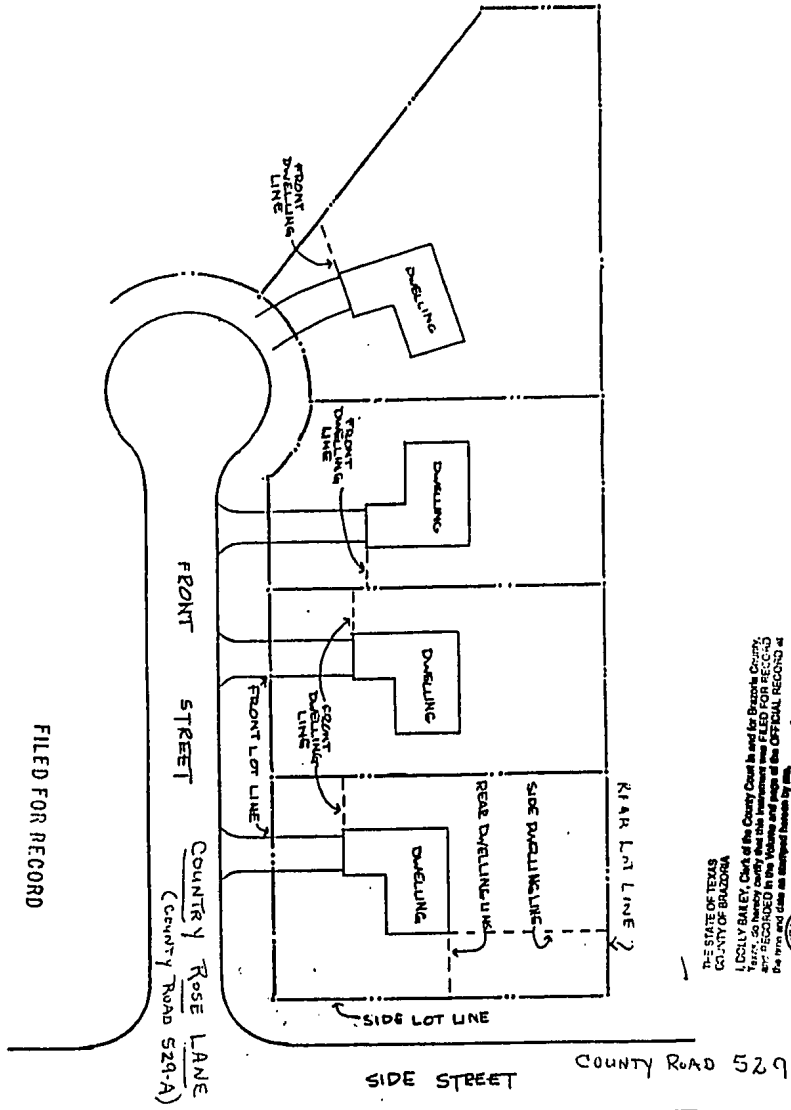
PROPERTY EXHIBIT

COUNTRY HEIGHTS ESTATES

SOUTH

92999 662

EXHIBIT "B"



FILED FOR RECORD
 JUN 13 1 36 PM '92
Becky B. King
 COUNTY CLERK
 BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, LUCY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD in my office on the 13th day of June, 1992, at 1:36 PM, and that the Volume and Page of the OFFICIAL RECORD is as herein stated and that all legal requirements have been complied with.
Lucy Bailey
 County Clerk of Brazoria, Co., TX



COUNTRY HEIGHTS ESTATES

NORTH

Deed Records: Vol. No. 4873, Page No. 92999 642 thru 92999 662
Filed: Filed February 13, 1992

AMENDED

JANUARY 14, 1994

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

COUNTRY HEIGHTS ESTATES SUBDIVISION

ARTICLE II - RESTRICTIONS

Section 2.01 - Single-Family Residential Purposes. The Lots and Units shall be used for single-family residential purposes only. If the Unit, garage apartment, servant's quarters or studio should be leased, tenants and/or owners will be subject to all deed restrictions. No building or other improvements at any time situated on any Lot shall be used as a business for amusement, hospital, sanitarium, clubhouse, manufacturing or religious group church site. In-home businesses may be allowed (such as an Amway, Avon, Mary Kay, vitamin distributorship, piano lessons, and/or a typing service); however, should the Developer or the Association realize that an in-home business has become a nuisance to the subdivision or causes high traffic usage to Country Rose Lane, then the homeowner with the in-home business will be contacted to remedy the situation. **No in-home business should lower the integrity or standards of the neighborhood.** No billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants.

Section 2.11 (a) Perimeter. Fences may be installed around the perimeter of the Lot except as provided in Section 2.11 (b), (c), (d) and (e). Fences from the rear Dwelling Line to the Front Lot Line may not be privacy fences and must not be obstructive in design. The Developer or Association must approve fence design, in writing.

Section 2.16 - Reconstruction. add: If reconstruction is delayed due to slow insurance reimbursement, weather or other unforeseen reasons, then an extension period of up to three (3) months can be made. This request should be made in writing, stating the reason, to the Developer or Association prior to the required extension period. Debris or trash from the building or Unit to be reconstructed should be removed from the site and hauled away to the appropriate landfill within three (3) months of the date of disrepair.

Section 2.20 - Dwellings. Add: All dwellings shall be a minimum 75% brick exterior.

(Signature Page - See Page 21)

Section 2.19 - Setback Lines. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling, unless it is a garage or storage building, which meets the developer or association approval. No structure shall be erected nearer than one hundred (100') feet from the Front Lot Line. This allows enough space should the county require the septic system be placed in the front yard, as well as giving attractive and practical uniformity to the neighborhood. Inclusive in the Front Lot Line is a ten foot (10') electrical utility easement. No structure shall be erected nearer than twenty (20') feet from a Side Lot Line. Please note: Lots backing up to the drainage easement must allow a twenty five (25') foot easement for the Drainage District's access in maintaining the ditch. The backyard area of the Units on the drainage ditch side cannot include this 25' easement in their rear yard area, but may include the utility easement of twenty (20') feet. No structure or obstruction can be built within either of these two easements. The rear yard fence line will be built at the beginning of the 20' utility easement line, inclusive. Lots which do not have a drainage ditch easement, do have a rear yard easement of fifty (50') feet. However, the fence line can begin at the beginning of the 50' easement and will be included in the Unit's backyard area; no structure or obstruction can be built on this 50' easement. A swimming pool may not be located in the front yard of any Lot, nor past the structure on a Side Lot Line of the Unit. All mechanical equipment, including, but not limited to, water softeners, central air conditioners, pumps or pool heaters shall not be visible from a street. The term "structure" shall have the same meaning given by the County zoning and building codes in effect as of the date of recording of these restrictions.

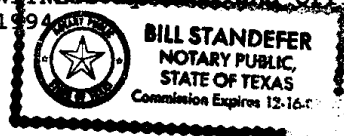
IN WITNESS WHEREOF, Sheila A. Cegielski, Owner and Developer, has caused this instrument to be executed this 31st day of January, 1994.

Sheila A. Cegielski
Sheila A. Cegielski

STATE OF TEXAS
COUNTY OF BRAZORIA

I HEREBY CERTIFY, that this date, before me, personally appeared Sheila A. Cegielski, known to me to be the individual described in and who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions and she acknowledged before me that she is indeed Owner and Developer for the purposes therein expressed and for and on behalf of COUNTRY HEIGHTS ESTATES SUBDIVISION.

WITNESSE my hand and official seal this 31st day of January, 1994.



Notary Public in and for the State of Texas

Bill Standefer
My Commission Expires: 12-16-95

Country Heights Estates - Signature Page - Amendment One

94-004498

*Amended
Declaration*

*Sheila A. Cegulski
1318 Fairview Drive
Alvin TX 77511*

*15
516 M
30 C
11.30 ct 3542*

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

0001 2127-0000 0099 DRAWER-A 1 2/4/94 8:53AM FRI

SECURITY FEE	1.00
NIGHT-PRES	5.00
RECORDING	5.00
CERT COPIES	0.30
TOTAL	11.30
FILE #	4498
CHECK	11.30

FILED FOR RECORD
94 FEB -4 AM 8:38

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

AMENDED

APRIL 5, 1994

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COUNTRY HEIGHTS ESTATES SUBDIVISIONARTICLE II - RESTRICTIONS

Section 2.01 - Single-Family Residential Purposes. The Lots and Units shall be used for single-family residential purposes only. If the Unit, garage apartment, servant's quarters or studio should be leased, tenants and/or owners will be subject to all deed restrictions. No building or other improvements at any time situated on any Lot shall be used as a business for amusement, hospital, sanitarium, clubhouse, manufacturing or religious group church site. In-home businesses may be allowed (such as an Amway, Avon, Mary Kay, vitamin distributorship, piano lessons, and/or a typing service); however, should the Developer or the Association realize that an in-home business has become a nuisance to the subdivision or causes high traffic usage to Country Rose Lane, then the homeowner with the in-home business will be contacted to remedy the situation. **No in-home business should lower the integrity or standards of the neighborhood.** No billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants.

Section 2.11 (a) Perimeter. Fences may be installed around the perimeter of the Lot except as provided in Section 2.11 (b), (c), (d) and (e). Fences from the Front Dwelling Line to the Front Lot Line may not be privacy fences and must not be obstructive in design. The Developer or Association must approve fence design, in writing.

Section 2.16 - Reconstruction. add: If reconstruction is delayed due to slow insurance reimbursement, weather or other unforeseen reasons, then an extension period of up to three (3) months can be made. This request should be made in writing, stating the reason, to the Developer or Association prior to the required extension period. Debris or trash from the building or Unit to be reconstructed should be removed from the site and hauled away to the appropriate landfill within three (3) months of the date of disrepair.

Section 2.20 - Dwellings. Add: All dwellings shall be a minimum 75% brick exterior.

(Signature Page - See Page 21)

Section 2.19 - Setback Lines. No structure shall be erected, altered or permitted to remain on any Lot other than one (1) detached, single family dwelling, unless it is a garage or storage building, which meets the developer or association approval, in writing. No Unit or structure shall be erected nearer than one hundred (100') feet from the Front Lot Line, which excludes the ten (10') foot utility easement which begins at Country Rose Lane and extends to the Front Lot Line. The 100' setback requirement gives attractive uniformity to the neighborhood, as well as allowing enough space to locate the septic system in the front of the Unit should it be desired and/or necessitated. No structure shall be erected nearer than fifteen (15') feet from a Side Lot Line. Please note: (1.) Lots with Rear Lot Lines facing the drainage ditch must allow a thirty (30') foot easement for the Drainage District's access in maintaining the ditch and Texas-New Mexico's utility easement. These backyard areas will not include this 30' easement in their rear yard area. No structure or obstruction can be built within this drainage/utility easement. The rear yard fence line will be built excluding the utility easement line. (2.) Lots which do not have a drainage ditch easement, do have a rear yard easement of twenty-three (23') feet, which includes the utility easement. The Unit's rear yard area will include this 23' easement within the rear yard; no structure or obstruction can be built on this 23' easement. A swimming pool may not be located in the front yard of any Lot, and must be in the rear yard area, behind the Rear Dwelling Line. All mechanical equipment, including, but not limited to, water softeners, central air conditioners, pumps or pool heaters shall not be visible from Country Rose Lane.

The term "Structure" shall have the same meaning given by the County zoning and building codes in effect as of the date of recording of these restrictions.

IN WITNESS WHEREOF, Sheila A. Cegielski, Owner and Developer, has caused this instrument to be executed this 8th day of April, 1994.

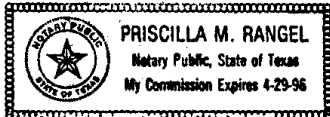


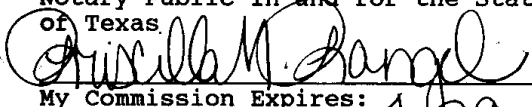
Sheila A. Cegielski

STATE OF TEXAS
COUNTY OF BRAZORIA

I HEREBY CERTIFY, that this date, before me, personally appeared Sheila A. Cegielski, known to me to be the individual described in and who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions and she acknowledged before me that she is indeed Owner and Developer for the purposes therein expressed and for and on behalf of COUNTRY HEIGHTS ESTATES SUBDIVISION.

WITNESS my hand and official seal this 8th day of April, 1994.



Notary Public in and for the State
of Texas

My Commission Expires: 4-29-96

Country Heights Estates - Signature Page - Amendment One (Amended)

✓
Shiela Cegiulski
1318 Fairview Dr.
Alvin TX 77511

RW

94-014463

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PHOTOPRES		3.00
RECORDING		5.00
CERT COPIES		0.30
TOTAL		11.30

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD
94 APR 18 AM 10:00

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

JUNE 9, 1997

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY HEIGHTS ESTATES SUBDIVISION

These paragraphs remain the same except for these specific changes:

ARTICLE II - RESTRICTIONS

Section 2.05 - Aerials. No external radio or television mast, tower, pole, wire, aerial, antenna, or appurtenances thereto shall be maintained on the exterior of any Dwelling or on any other portion of any Lot. The exception to this restriction is the 18" satellite dish. No satellite receiving station may be placed in the front lot, or be visible from the street.

Section 2.20 - Dwellings. No Dwelling shall have a square foot area of less than two thousand two hundred (2,200') square feet, inclusive of rear-screened areas, open porches, and terraces, exclusive of patios and detached car garages. The Developer or Association shall approve the dwelling blueprint or allow for modifications.

and;

Basketball backboards or hoops are permitted to be visible from the street, but are expected to be properly attached to the dwelling or garage or otherwise separately and attractively positioned and maintained and are not allowed to be placed in the front yard area. They are not to become an eyesore to the neighborhood.

ARTICLE III - UTILITIES AND EASEMENTS

Section 3.01 - Easements. All above ground or below ground electricity, telephone, and cable television utilities must be installed in the rear of each dwelling, and not installed in the front lot easement area. Easements have been allocated in the restrictions amended April 5, 1994. Any exceptions to the above utility easements must be approved by the Developer or Association. Gas utility shall be placed, below ground within the ten (10') foot easement in the front of each dwelling, shown on the Plat. Under no circumstances, shall there be above-ground utilities in the front of the dwelling.

Section 3.02 - Landscaping, Signage and Fencing. No planting (tree or shrub) within six and one-half feet (6-1/2') of the 3-rail fencing C.R. 529, applicable to Lots 1 and 12.

Unless specifically stated in the above June 9, 1997 amendments, the original Restrictions dated February 12, 1992, and subsequent Amendments dated January 14 and April 5, 1994 remain in effect.

June 10, 1997 amendment

IN WITNESS WHEREOF, Sheila A. Cegielski, Owner and Developer, has caused this instrument to be executed this 9th day of JUNE, 1997.

Sheila A. Cegielski
Sheila A. Cegielski

STATE OF TEXAS
COUNTY OF BRAZORIA

I HEREBY CERTIFY, that this date, before me, personally appeared Sheila A. Cegielski, known to me to be the individual described in and who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions and she acknowledged before me that she is indeed Owner and Developer for the purposes therein expressed and for and on behalf of COUNTRY HEIGHTS ESTATES SUBDIVISION.

WITNESS my hand and official seal this 9th day of June, 1997.

Notary Public in and for the State of Texas.

Priscilla M. Rangel
My Commission Expires: 4-29-2000



Country Heights Estates - Signature Page - Amendment Three

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD
97 JUN 12 AM 11:40

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

97-020106

Amend
Declaration

Mrs. Cegielski
4 Country Rose Ln
Alvin, TX 77511

5/19/97
8/15/97
5/3/97

SECURITY FEE	1.00
INSTR-PRES	5.00
RECORDING	5.00
TOTAL	11.00
FILE #	20106
DRAWER-A 1	
CHECK	11.00
0001 2127-0000 0182	6/12/97 12:20PM THU