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COMMISSIONER, JERRY EVERSOLE...(DOWNTOWN).....755-6444

MAINTENANCE.....353-8424

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COPY OF - ARTICLES OF INCORPORATION (CHARTER NO. 181080)
OF
FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS OF THE AGE OF TWENTY-ONE YEARS, OR MORE, AT LEAST TWO OF WHOM ARE CITIZENS OF THE STATE OF TEXAS, ACTING AS INCORPORATORS OF A CORPORATION UNDER TRHE TEXAS NON-PROFIT CORPORATION ACT, DO HEREBY ADDOPT THE FOLLOWING ARTICLES OF INCORPORATION FOR SUCH CORPORATION:

ARTICLE ONE

THE NAME OF THE CORPORATION IS FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE TWO

THE PERIOD OF THE DURATION IS PERPETUAL.

ARTICLE THREE

THE CORPORATION IS A NON-PROFIT CORPORATION.

ARTICLE FOUR

THE PURPOSE FOR WHICH IT IS FORMED IS TO ENGAGE IN ALL ACTIVITIES NECESSARY, USEFUL, EXPEDIENT, THROUGH OPERATIVE MEASURES, TO PROMOTE AND FURTHER THE INTERESTS OF THE PROPERTY OWNERS OF FOREST COVE SUBDIVISION IN HARRIS COUNTY, TEXAS, WITH PARTICULAR EMPHASIS BEING PLACED UPON THE BEAUTIFICATION OF SAID SUBDIVISION.

ARTICLE FIVE

THE POST OFFICE ADDRESS OF ITS REGISTERED OFFICE IS: 22523 LOOP 494, HUMBLE. TEXAS 77339, AND THE NAME OF ITS REGISTERED AGENT AT SUCH ADDRESS IS JOHN F. MILLER, JR.

ARTICLE SIX

THE NUMBER OF DIRECTORS CONSTITUTING THE BOARD OF DIRECTORS IS NINE (9), AND THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE SERVING AS DIRECTORS ARE:

PAULETTE MURRAY:	1115 MUSTANG TRAIL, KINGWOOD, TEXAS 77339
ROBERT C. HARBOUR:	1219 CHESTNUT RIDGE, KINGWOOD, TEXAS 77339
JULES McLEOD:	1315 CHESTNUT RIDGE, KINGWOOD, TEXAS 77339
CHARLES E. BLADES:	319 FOREST COVE DRIVE, KINGWOOD, TEXAS 77339
ALMA DENBY:	1214 COLDWATER CIRCLE, KINGWOOD, TEXAS 77339
DAN N. JOHNSON:	902 CASTLE HILL TRAIL, KINGWOOD, TEXAS 77339
PATSY R. PEARSON:	1503 FOREST COVE DRIVE, KINGWOOD, TEXAS 77339
JOHN F. MILLER, JR:	1306 MARINA DRIVE, KINGWOOD, TEXAS 77339
BILLIE WRAY:	1102 MASTERS WAY, KINGWOOD, TEXAS 77339

ARTICLE SEVEN

THE NAMES OF THE INCORPORATORS WERE:

HOWARD W. EDMUNDS: ROUTE 3, BOX 60, HUMBLE, TEXAS
BONNIE B. EDMUNDS: ROUTE 3, BOX 60, HUMBLE, TEXAS
C. RICHARD MORLEY: P. O. BOX 12383, HOUSTON 17, TEXAS

THE ORIGINAL DOCUMENT WAS SIGNED BY THE THREE INCORPORATORS LISTED UNDER ARTICLE SEVEN, ABOVE, AND WAS NOTORIZED BY JAMES S. CLEMENT, NOTARY PUBBLIC, ON THE FIRST DAY OF FEBRUARY, 1962.

NOTE THE FOLLOWING:

1. ARTICLE FIVE: This is the current address of FCPOA 'Registered Office' and 'Registered Agent' at the time of this printing, October 13, 1992.
2. ARTICLE SIX: These are the current FCPOA 'Directors' at the time of this printing, October 13, 1992.

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BY-LAWS
OF
FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I. OFFICES

The principle office of the Corporation in the State of Texas shall be located in the County of Harris. The Corporation may have such other offices within said County as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. PURPOSES

SECTION 1: (GENERAL) As broadly stated in the Articles of Incorporation, the purpose of this Corporation is to promote and further the interests of the property owners of Forest Cove Sub-division. Within that concept, this Corporation shall undertake all civic measures and functions deemed to be appropriate by the Board of Directors.

SECTION 2: (MAINTENANCE FUNDS) The restrictive covenants of the subdivisions identified as Forest Cove and Forest Cove Country Club Estates, provide annual maintenance charges for the purpose of creating funds for the use and benefit of Forest Cove Property Owners' Association, Inc. This Corporation shall receive, collect, administer, apply, and disburse such funds and any other funds received in accordance with the restrictive covenants.

SECTION 3: (MANAGEMENT FEE) In addition to all other fees herein provided for, a management fee of \$50.00 per year shall be attached to each improved property. This fee shall increase, based on the Cost of Living Index as reflected by the changes in Social Security payments. These funds shall be used only for the benefit of the community and at the discretion of the Board of Directors.

ARTICLE III. MEMBERS

SECTION 1: (CLASSES OF MEMBERS) The Corporation shall have one class of members.

SECTION 2: (ELIGIBILITY AND QUALIFICATION OF MEMBERS) Any person(s) or entity who own or hold a valid contract to purchase a lot in Forest Cove, Sections One through Seven, or in Forest Cove Country Club Estates, Section One through Four A, or in any future Section of Forest Cove which is approved for the purpose of this Section of these By-Laws by the Board of Directors of this Corporation, or who occupy a home therein provided by an employer, shall be eligible for one membership.

SECTION 3: (VOTING RIGHTS) Each member whose account(s) are not delinquent shall be entitled to one vote on each matter submitted to a vote of the members.

SECTION 4: (TERMINATION OF MEMBERSHIP) The membership of any person who becomes ineligible shall terminate immediately.

SECTION 5: (RESIGNATION) Any member may resign by filing a written resignation with the Secretary.

ARTICLE IV. MEETINGS OF MEMBERS

SECTION 1: (ANNUAL MEETING) An annual meeting of the members shall be held on the third Wednesday in the month of May in each year, at the hour of 8:00 o'clock, P.M., for the purpose of receiving reports of all officers and committees, and electing Directors, and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

SECTION 2: (SPECIAL MEETINGS) Special meetings of the members may be called by the President, the Board of Directors, or by petition to the President containing the names of not less than 10% of the members of the Corporation.

SECTION 3: (PLACE OF MEETING) The Board of Directors may designate any place within or near the said Forest Cove Subdivisions as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation.

SECTION 4: (NOTICE OF MEETINGS) Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member, not less than 10 nor more than 30 days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 5: (QUORUM) Those persons who are members of the Corporation and who are present at the annual or any special meeting of the membership of the Corporation shall constitute a quorum for the conduct of business.

SECTION 6: (VOTING BY MAIL) Where directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE V. BOARD OF DIRECTORS

SECTION 1: (GENERAL POWERS) The affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2: (NUMBER, TENURE AND ELECTION) The number of directors shall be nine, three of whom shall be elected for terms of three years each at each annual meeting of members. A Committee on Nominations and Elections shall be appointed not later than the date of the regular directors' meeting in April; the committee's list of nominees shall be included in the notice of the annual meeting. Additional nominations may be made from the floor at the annual meeting.

SECTION 3: (REGULAR MEETINGS) A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place within or near the Forest Cove Subdivisions for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4: (SPECIAL MEETINGS) Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place within or near the Forest Cove Subdivisions as the place for holding any special meeting of the Board called by them.

SECTION 5: (NOTICE) Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by notice delivered personally or sent by mail or telegram or telephone to each director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6: (QUORUM) A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7: (MANNER OF ACTING) The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

SECTION 8: (VACANCIES) Any vacancy occurring in the Board of Directors shall be filled by the election by the Board of Directors of a Director to serve until the next annual meeting of the members, at which time a Director for the remaining unexpired term, if any, shall be elected by vote of the members.

ARTICLE VI. OFFICERS

SECTION 1: (OFFICERS) The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person except the office of President.

SECTION 2: (ELECTION AND TERM OF OFFICE) The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3: (REMOVAL) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

SECTION 4: (VACANCIES) A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5: (PRESIDENT) The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6: (VICE PRESIDENT) In the absence of the President or in event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7: (TREASURER) If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts, when requested, for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of ARTICLE VIII of these by-laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8: (SECRETARY) The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records, file all tax returns or reports as may be required, keep a register of the post-office address of each member which shall be furnished to the Secretary by such member, and in

general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9: (ASSISTANT TREASURERS AND ASSISTANT SECRETARIES)

If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VII. COMMITTEES

SECTION 1: (COMMITTEES OF DIRECTORS) The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; provided, however, that no such committee shall have the authority of the Board of Directors in reference to electing, appointing or removing any member of any such committee or any director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

SECTION 2: (OTHER COMMITTEES) Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation, with the consent of the Board of Directors, shall appoint the members thereof. Any members thereof may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation shall be served by such removal.

SECTION 3: (TERM OF OFFICE) Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4: (CHAIRMAN) One member of each committee shall be appointed chairman by the President.

SECTION 5: (VACANCIES) Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6: (QUORUM) Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7: (RULES) Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the Board of Directors.

ARTICLE VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1: (CONTRACTS) The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2: (CHECKS, DRAFTS, ETC.) All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such a manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

SECTION 3: (DEPOSITS) All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X. SUSPENSION OF BY-LAWS

A particular section of these by-laws may be suspended by unanimous consent of all the Board Members at any regular meeting for a single given purpose.

ARTICLE XI. PARLIAMENTARY AUTHORITY

The Rules contained in "Robert's Rules of Order, Revised" shall govern all meetings of this Corporation, and its Board of Directors and Committees, in all cases to which such rules are applicable and in which they are not inconsistent with these by-laws, the Articles of Incorporation, or the applicable laws of the State of Texas.

ARTICLE XII. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act of Texas or under the provisions of the Articles of Incorporation or the by-laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII. AMENDMENTS TO BY-LAWS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the members present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

ARTICLE XIV. RESERVATION OF POWERS

All other rights and powers shall be vested in the members, who may act by the written assent of a majority of the members who are qualified to vote, without a meeting, or by a majority of such members at a regular meeting or at a special meeting after proper notice.

These By-Laws were approved by vote of members at special meeting on February 18, 1992.

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION ONE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION ONE, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated March 3, 1961, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1986, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a boat house, pier, and other appurtenances necessary for the enjoyment of the water facilities of Lake Houston by a private family. Lot Number One in Block Number One,

however, may have three private residences, private garages for not more than six (6) cars, and necessary waterfront appurtenances.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet. All improvements on waterfront lots shall be constructed to face the waterfront and all improvements constructed on non-waterfront lots shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot except lot ONE (1) in Block ONE (1), where three residential structures may be constructed.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence, nor shall any used residence be moved onto a residential lot.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone veneer, concrete or other masonry type construction, but the ARCHITECTURAL CONTROL COMMITTEE, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No water well shall be permitted.

(l) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any site in FOREST COVE, SECTION ONE. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(m) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No boats or trailers may be parked in front of the front building line of any lot.

(p) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(q) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(r) All residents shall use water services provided by Forest Cove Utility Company, and no other, and at the time of the installation of the water tap and water meter for said lot the builder or owner shall pay to Forest Cove Utility Company, or its assignee, a tap fee of One Hundred Twenty-Five (\$125.00) Dollars.

(s) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(t) Beginning January 1, 1962, each residential lot in FOREST COVE, SECTION ONE, which fronts on Lake Houston shall be subject to an annual maintenance charge of \$20.00 per lot per year and each residential lot which does not have such waterfrontage shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION ONE. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of said property including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary or desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION ONE.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION ONE, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(u) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION ONE, as described above by metes and bounds.

(v) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 31st day of March, 1961.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION TWO

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION TWO, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated July, 1961, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1986, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a boat house, pier, and other appurtenances necessary for the enjoyment of the water facilities of Lake Houston by a private family.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet. All improvements on waterfront lots shall be constructed to face the waterfront and all improvements constructed on non-waterfront lots shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face the street on which it has the smallest frontage, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE. Houses constructed on Lots One (1) through Six (6), inclusive, in Block Four (4) shall front on Marina Drive and their drives must open on that street.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone veneer, concrete or other masonry type construction, but the ARCHITECTURAL CONTROL COMMITTEE, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building

line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No water well shall be permitted.

(l) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any site in FOREST COVE, SECTION TWO. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(m) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(n) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No boats or trailers may be parked in front of the front building line of any lot.

(p) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(q) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(r) All residents shall use water services provided by Forest Cove Utility Company, and no other, and at the time of the installation of the water tap and water meter for said lot the builder or owner shall pay to Forest Cove Utility Company, or its assignee, a tap fee of One Hundred Twenty-Five (\$125.00) Dollars.

(s) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(t) Beginning January 1, 1962, each residential lot in FOREST COVE, SECTION TWO, which fronts on Lake Houston shall be subject to an annual maintenance charge of \$20.00 per lot per year and each residential lot

which does not have such waterfrontage shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION TWO. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of said property including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary or desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION TWO.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION TWO, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(u) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION TWO, as described above by metes and bounds.

(v) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 27th day of July, 1961.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION THREE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION THREE, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated October 12, 1961, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1986, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes, except those lots which are specifically marked "commercial reserve" on said plat. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a stable wherein horses may be kept for the sole enjoyment and use of the persons residing in the

residence on said lot. The commercial reserves on said plat may be used only for light commercial use, such as retail stores, gasoline stations, offices, or medical clinics, and all manufacturing, industrial, or warehouse usage is specifically prohibited.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than ten (10) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 30,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone veneer, concrete or other masonry type construction, but the ARCHITECTURAL CONTROL COMMITTEE, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

- (i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.
- (j) The raising or keeping of hogs, poultry, fowls, or of other livestock, except horses, on any part of the subdivision is strictly prohibited.
- (k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE, SECTION THREE. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.
- (l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.
- (m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (n) No boats or trailers may be parked in front of the front building line of any lot.
- (o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.
- (p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.
- (q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.
- (r) Beginning January 1, 1962, each residential lot in FOREST COVE, SECTION THREE, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION THREE. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first

mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary or desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION THREE.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION THREE, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(s) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION THREE, as described above by metes and bounds.

(t) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 14th day of October, 1961.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION FOUR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION FOUR, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated February 28, 1962, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1987, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a stable wherein horses may be kept for the sole enjoyment and use of the persons residing in the residence on said lot.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than ten (10) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 30,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, stone veneer, concrete or other masonry type construction, but the ARCHITECTURAL CONTROL COMMITTEE, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of all redwood panel walls or all cedar panel walls.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock, except horses, on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE, SECTION FOUR. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(r) No water well shall be permitted.

(s) Beginning January 1, 1963, each residential lot in FOREST COVE, SECTION FOUR, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION FOUR. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION FOUR.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION FOUR, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION FOUR, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 28th day of February, 1962.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE
PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION FIVE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION FIVE, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated June 30, 1962, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until July 1, 1987, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a stable wherein horses may be kept for the sole enjoyment and use of the persons residing in the residence on said lot.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than ten (10) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 40,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garages. (See Addendum, at end of this deed restriction, for lots requiring 2,000 square feet of floor area).

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock, except horses, on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE, SECTION FIVE. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(r) No water well shall be permitted.

(s) Beginning January 1, 1961, each residential lot in FOREST COVE, SECTION FIVE, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION FIVE. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION FIVE.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION FIVE, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION FIVE, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 30 day of June, 1962.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

ADDENDUM, dated October 8, 1962 amended "Section f" of the original deed which affected the following "lots, tracts, and parcels of land":

Lots TEN through EIGHTEEN, inclusive, in block THIRTY-THREE;
Lots ONE through SEVENTEEN, inclusive, in block TWENTY-ONE;
Lots FORTY-TWO through FIFTY-THREE-B, inclusive; and
Lots FIFTY-FIVE through EIGHTY, inclusive, in block THIRTY-TWO;
Lots ONE through EIGHTEEN, inclusive, in block TWENTY-FIVE;
Lot NINE in block TWENTY-FOUR;
Lots EIGHT and NINE in block TWENTY-SIX; all in FOREST COVE, SECTION FIVE, according to the plat of said subdivision as prepared by T. C. Edminister Engineering Company, dated June 30, 1962.....

ADDENDUM amended "Section f" to read as follows:

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 2,000 square feet of floor area exclusive of porches and garages.

In all other clauses, and for the properties not hereinabove described, the said restrictive covenants remain unchanged.

This addendum was signed by: Howard Edmunds, President; and was attested by: C. Richard Morley, Secretary.

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION SIX

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION SIX, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated March 15, 1963, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until March 1, 1988, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes except for Lots One (1), Two (2) and Three (3) in Block Seventeen and Lots One (1) and Two (2) in Block Thirty-Two (32), which may be used for either church or residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars, and a stable

wherein horses may be kept for the sole enjoyment and use of the persons residing in the residence on said lot.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than ten (10) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 40,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 2,000 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock, except horses, on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential or church site in FOREST COVE, SECTION SIX. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(r) No water well shall be permitted.

(s) Beginning January 1, 1964, each residential lot in FOREST COVE, SECTION SIX, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION SIX. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION SIX.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION SIX, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION SIX, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 15th day of March, 1963.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

FOREST COVE, SECTION SIX

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE
PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE, SECTION SEVEN

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION SEVEN, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, Registered Engineer, Registration Number 9949, dated April 15, 1963, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until April 1, 1988, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes except for Lot Twenty-Seven (27) in Block Thirty-Five (35), which may be used for recreational purposes for use by residents or property owners of FOREST COVE SUBDIVISION. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than three (3) cars.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE, SECTION SEVEN. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(r) No water well shall be permitted.

(s) Beginning January 1, 1965, each residential lot in FOREST COVE, SECTION SEVEN, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION SEVEN. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the

waterfront of FOREST COVE SUBDIVISION including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION SEVEN.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION SEVEN, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION SEVEN, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 15th day of April, 1963.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, JR., Registered Engineer, Registration Number 9949, dated March, 1964, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until May 1, 1988, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes except that area which is specifically marked "commercial or club reserve" on said plat. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars. The commercial reserve on said plat may be used only for light

commercial use, such as retail stores, gasoline stations, offices, or medical clinics, and all manufacturing, industrial, or warehouse usage is specifically prohibited. The club reserve may be used for any purpose necessary to facilitate the operation of a private country club, including recreation facilities, parking, etc.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of R. C. Cooper, Howard W. Edmunds and T. C. Edminister, Jr., or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet, except by special permission of the Architectural Control Committee.

(d) Only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction, or may be of such other materials as may be approved by the Architectural Control Committee.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot, nor higher than three (3) feet above the ground to the rear of the residence erected thereon, except with the express written

permission of the Architectural Control Committee. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of horses, hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(r) No water well shall be permitted.

(s) Beginning January 1, 1966, each residential lot in FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE. This maintenance charge is to be paid annually on the first

day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION, including, but not by way of limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary or desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE COUNTRY CLUB ESTATES, SECTION ONE, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 28th day of April, 1964.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ Howard E. Edmunds
President

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THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO, as shown by the map thereof recorded in Volume 137, Page 22 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until May 1, 1989, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and

harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of C. Richard Morley, Howard W. Edmunds and T. C. Edminister, Jr., or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the recorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet, except by special permission of the Architectural Control Committee.

(d) Only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,800 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot, nor higher than three (3) feet above the ground to the rear of the residence erected thereon, except with the express written permission of the Architectural Control Committee. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of horses, hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official recorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(r) No water well shall be permitted.

(s) Beginning January 1, 1967, each residential lot in FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION, including, but not by way of

limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the recorded plat of FOREST COVE COUNTRY CLUB ESTATES, SECTION TWO, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 27th day of January, 1966.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ C. Richard Morley
President

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, JR., Registered Engineer, Registration Number 9949, dated _____, the boundary of said subdivision being more fully described by metes and bounds as follows:

NOTE: Legal description deleted in the interest of economy.

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until May 1, 1988, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of C. R. Morley, Howard W. Edmunds and T. C. Edminister, Jr., or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet, except by special permission of the Architectural Control Committee.

(d) Only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,750 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction, or may be of such other materials as may be approved by the Architectural Control Committee.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which could interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of horses, hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(r) No water well shall be permitted.

(s) Beginning January 1, 1966, each residential lot in FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE, shall be subject to an annual maintenance charge of \$20.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION, including, but not by way of

limitation, the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE COUNTRY CLUB ESTATES, SECTION THREE, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

EXECUTED this 15th day of March, 1965.

FOREST COVE DEVELOPMENT COMPANY

By: /s/ C. Richard Morley
President

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THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE
PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, FOREST COVE DEVELOPMENT COMPANY, previously the owner of a tract of land which has been subdivided and platted as FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, JR., Registered Engineer, Registration Number 9949, dated April, 1965, the boundary of said subdivision being more fully described by metes and bounds hereafter,

and WHEREAS it was deemed in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

and WHEREAS FOREST COVE DEVELOPMENT COMPANY, as owner of all of said lots, acting by and through its officers duly authorized to do so by its Board of Directors, adopted certain covenants and restrictions, which are taken and deemed as covenants to run with the land and were binding on it and all persons claiming under it until May 1, 1988, at which time said covenants, conditions and restrictions were automatically renewed for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part, and,

WHEREAS said covenants, conditions, and restrictions are duly recorded in Volume 6076, page 37 through page 42 of the Deed Records of Harris County, Texas, and have not been changed, and,

WHEREAS, said recorded restrictions, conditions and covenants provide in section (s) thereof that an annual maintenance fee of \$20.00 per lot for a "MAINTENANCE FUNDS" shall be payable to the "FOREST COVE OWNERS COMMITTEE" by the owner of each lot annually in advance on January 1st of each year commencing from the date of contract of sale or conveyance of the building lot by FOREST COVE DEVELOPMENT COMPANY, but not sooner than January 1, 1967, said maintenance charge being secured by a vendors lien on said lots (secondary and subordinate to any valid first mortgage purchase lien or mechanics and materialman's lien); and that such maintenance charge shall bear interest until paid, at the rate of 6% per annum,

and WHEREAS such recorded restrictions further provide purposes for which such funds shall be applied, including (but not limited to) enforcement of all covenants and restrictions for the subdivision and doing any other thing necessary or desirable in the opinion of the Trustees of the FOREST COVE OWNERS COMMITTEE to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision,

and WHEREAS the owners of lots in the subdivision are permitted under said section (s) to elect the Board of Directors of the FOREST COVE OWNERS COMMITTEE from the members or organize a non profit corporation to take over the duties and functions of the property owners committee and thereafter all benefits, liens and rights thereunder shall vest in said corporation;

WHEREAS the FOREST COVE OWNERS COMMITTEE ceased to exist in 1973 and all of its functions, purposes, and acts have been taken over by the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the TEXAS NON PROFIT CORPORATION ACT, which had previously existed and was organized for the same essential purposes in other sections of FOREST COVE, and

WHEREAS since the dissolution of the FOREST COVE OWNERS COMMITTEE in 1973, the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. has collected the maintenance funds provided for in recorded deed restrictions of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, and the property owners of said addition have paid the maintenance fees provided for in said recorded restrictions to the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., have participated in the elections of Directors of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., have continuously elected members of the Board of Directors of said non profit corporation from among the property owners of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, and have continuously enjoyed all of the benefits provided by the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which it has also provided and still provides to property owners in all other sections of Forest Cove,

NOW, THEREFORE, the undersigned persons whose signatures are affixed to this instrument, being a majority of the property owners in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, do hereby CHANGE the covenants and restrictions dated April 30, 1965, and recorded in Volume 6076, page 37 through page 42 of the Deed Records of Harris County, Texas, to substitute the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., for the FOREST COVE OWNERS COMMITTEE in said restrictions in order to clarify, ratify, and update the scheme of collection, maintenance, and benefits currently existing in said addition, and to identify ourselves as members of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC.

These covenants, restrictions, and conditions shall henceforth run with the land described by the metes and bounds as follows:

(The description is eliminated in the interest of economy)

WHEREAS, it is deemed in the best interest of all persons who have purchased or may purchase lands described in and covered by the above mentioned plat described by metes and bounds that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

now, therefore all parties and persons claiming under FOREST COVE DEVELOPMENT COMPANY and all lot owners and parties or persons who have purchased and/or contracted to purchase lots or shall so purchase or contract to purchase such lots in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, until May 1, 1998, are and shall be bound by these covenants, conditions, and restrictions running with the land, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition

it is agreed to change said covenants, conditions, and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars, and a stable for personal horses on those lots where horses are permitted under (j) below.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by the Architectural Control Committee of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., or by a representative named by a majority of the members of said committee. The duties and powers of such committee and its designated representative shall remain vested and in force until May 1, 1998, and shall be automatically extended for successive periods of 10 years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet, except by special permission of the Architectural Control Committee.

(d) Only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,800 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction, or may be of such other materials as may be approved by the Architectural Control Committee.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which could interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock, on any part of the subdivision is strictly prohibited. Horses may be kept for personal use of the occupants on any lot which exceeds 30,000 square feet.

(k) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(g) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(r) No water well shall be permitted.

(s) Each residential building plot shall be subject to an annual maintenance charge of \$20.00 per lot, for the purpose of creating a fund to be known as "MAINTENANCE FUND," and to be paid by the owner of each building plot. This charge shall be payable to the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., annually in advance on January 1st of each year and shall commence from the date of the contract of sale or conveyance of the building plot by FOREST COVE DEVELOPMENT COMPANY, but not sooner than January 1, 1967. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lot. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of 6% per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied towards the payment of maintenance expenses for any or all of the following purposes: LIGHTING, IMPROVING AND MAINTAINING STREETS, PARKS, PARKWAYS, ESPLANADES; DREDGING OF CHANNELS AND WATERWAYS; CARING FOR VACANT LOTS; PAYMENT OF LEGAL OR OTHER EXPENSES INCURRED IN CONNECTION WITH THE COLLECTION, ENFORCEMENT AND ADMINISTRATION OF THE "MAINTENANCE FUND" AND THE ENFORCEMENT OF ALL COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION; EMPLOYING POLICEMAN AND WATCHMEN; SUPPORTING A VOLUNTEER FIRE DEPARTMENT; AND DOING ANY OTHER THING NECESSARY OR DESIRABLE IN THE OPINION OF the Directors of FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. in the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

All owners of lots in the subdivision designated as FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR shall be members of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. Each lot owned in the subdivision shall be entitled to one vote at any meeting of the members. THE FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall act through its Board of Directors, who shall be owners of lots in the various sections of FOREST COVE and/or FOREST COVE COUNTRY CLUB ESTATES.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements, and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

Signed on the date or dates hereafter stated, by the persons whose names are hereafter signed.

NOTE: This deed restriction is an amendment to the original FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR deed restriction. The package containing signatures of property owners who agreed to this amendment is on file in FCPOA files.

THIS IS A COPY. AN OFFICIAL COPY IS ON FILE WITH THE FOREST COVE
PROPERTY OWNERS' ASSOCIATION, INC.

FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, FOREST COVE DEVELOPMENT COMPANY, previously the owner of a tract of land which has been subdivided and platted as FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINISTER, JR., Registered Engineer, Registration Number 9949, dated April, 1965, the boundary of said subdivision being more fully described by metes and bounds hereafter; and,

WHEREAS it was deemed in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision; and,

WHEREAS FOREST COVE DEVELOPMENT COMPANY, as owner of all of said lots, acting by and through its officers duly authorized to do so by its Board of Directors, adopted certain covenants and restrictions, which are taken and deemed as covenants to run with the land and were binding on it and all persons claiming under it until May 1, 1988, at which time said covenants, conditions and restrictions were automatically renewed for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part; and,

WHEREAS said covenants, conditions, and restrictions are duly recorded in Volume 6076, page 37 through page 42 of the Deed Records of Harris County, Texas, and at Volume 930, page 522, Deed Records of Montgomery County, Texas, which have not been changed; and,

WHEREAS, said recorded restrictions, conditions and covenants provide in section (s) thereof that an annual maintenance fee of \$20.00 per lot for a "MAINTENANCE FUNDS" shall be payable to the "FOREST COVE OWNERS COMMITTEE" by the owner of each lot annually in advance on January 1st of each year commencing from the date of contract of sale or conveyance of the building lot by FOREST COVE DEVELOPMENT COMPANY, but not sooner than January 1, 1967, said maintenance charge being secured by a vendors lien on said lots (secondary and subordinate to any valid first mortgage purchase lien or mechanics and materialman's lien); and that such maintenance charge shall bear interest until paid, at the rate of 6% per annum; and,

WHEREAS such recorded restrictions further provide purposes for which such funds shall be applied, including (but not limited to) enforcement of all covenants and restrictions for the subdivision and doing any other thing necessary or desirable in the opinion of the Trustees of the FOREST COVE OWNERS COMMITTEE to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision; and,

WHEREAS the owners of lots in the subdivision are permitted under said section (s) to elect the Board of Directors of the FOREST COVE OWNERS COMMITTEE from the members or organize a non profit corporation to take over the duties and functions of the property owners committee and thereafter all benefits, liens and rights thereunder shall vest in said corporation; and,

WHEREAS the FOREST COVE OWNERS COMMITTEE ceased to exist in 1973 and all of its functions, purposes, and acts have been taken over by the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the TEXAS NON PROFIT CORPORATION ACT, which had previously existed and was organized for the same essential purposes in other sections of FOREST COVE; and,

WHEREAS since the dissolution of the FOREST COVE OWNERS COMMITTEE in 1973, the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., has collected the maintenance funds provided for in recorded deed restrictions of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A), and the property owners of said addition have paid the maintenance fees provided for in said recorded restrictions to the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., have participated in the elections of Directors of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., have continuously elected members of the Board of Directors of said non profit corporation from among the property owners of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A), and have continuously enjoyed all of the benefits provided by the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which it has also provided and still provides to property owners in all other sections of FOREST COVE,

NOW, THEREFORE, the undersigned persons whose signatures are affixed to this instrument, being a majority of the property owners in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A), do hereby CHANGE the covenants and restrictions dated April 30, 1965, and recorded in Volume 6076, page 37 through page 42 of the Deed Records of Harris County, Texas, and in Volume 930, page 522, Deed Records of Montgomery County, Texas, to substitute the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., for the FOREST OWNERS COMMITTEE in said restrictions in order to clarify, ratify, and update the scheme of collection, maintenance, and benefits currently existing in said addition, and to identify ourselves as members of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC.,

These covenants, restrictions, and conditions shall henceforth run with the land described by the metes and bounds as follows:

A tract of land containing 190.3205 acres, being part of and out of that certain tract of land as conveyed to FLORENCE WEAVER by deed recorded in Volume 1389, Page 131 of the Deed Records of Harris County, Texas, and also being part of and out of that certain tract of land as conveyed to HOWARD W. EDMUNDS by deed recorded in Vol. 4333, Page 289 of the Deed Records of Harris County, Texas, in the Mary Owens Survey, A-611, Harris County, Texas, said 190.3206 acre tract of land being more particularly described by metes and bounds as follows:

(The description is eliminated in the interest of economy)

The portion of this property which lies in Montgomery County, Texas, being 21.1302 acres, is further described in a map recorded at Cabinet A, Sheet 5-B, Map Records of Montgomery County, Texas. The portion of this property which lies in Harris County, Texas, being 168.4314 acres,

is further described in a map recorded in Volume 138, page 25 of the Map Records of Harris County, Texas.

WHEREAS, it is deemed in the best interest of all persons who have purchased or may purchase lands described in and covered by the above mentioned plat described by metes and bounds that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, all parties and persons claiming under FOREST COVE DEVELOPMENT COMPANY and all lot owners and parties or persons who have purchased and/or contracted to purchase lots or shall so purchase or contract to purchase such lots in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A), until May 1, 1998 are and shall be bound by these covenants, conditions, and restrictions running with the land, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions, and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three (3) cars, and a stable for personal horses on those lots where horses are permitted under (j) below.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by the Architectural Control Committee of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., or by a representative named by a majority of the members of said committee. The duties and powers of such committee and its designated representative shall remain vested and in force until May 1, 1988, and shall be automatically extended for successive periods of 10 years each unless by duly recorded instrument signed by a majority of the property owners in said subdivision it is

agreed to change said covenants, conditions and restrictions in whole or in part.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet, except by special permission of the Architectural Control Committee.

(d) Only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,800 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one per cent brick, brick-veneer, concrete or other masonry type construction, or may be of such other materials as may be approved by the Architectural Control Committee.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which could interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited. Horses may be kept for personal use of the occupants on any lot which exceeds 30,000 square feet.

(k) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A). No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage

or disposal of such material shall be kept in a clean and sanitary condition.

(n) No boats or trailers may be parked in front of the front building line of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(r) No water well shall be permitted.

(s) Each residential building plot shall be subject to an annual maintenance charge of \$20.00 per lot, for the purpose of creating a fund to be known as "MAINTENANCE FUND," and to be paid by the owner of each building plot. This charge shall be payable to the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., annually in advance on January 1st of each year and shall commence from the date of the contract of sale or conveyance of the building plot by FOREST COVE DEVELOPMENT COMPANY, but not sooner than January 1, 1967. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lot. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of 6% per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied towards the payment of maintenance expenses for any or all of the following purposes: LIGHTING, IMPROVING AND MAINTAINING STREETS, PARKS, PARKWAYS, ESPLANADES; DREDGING OF CHANNELS AND WATERWAYS; CARING FOR VACANT LOTS, PAYMENT OF LEGAL AND OTHER EXPENSES INCURRED IN CONNECTION WITH THE COLLECTION, ENFORCEMENT AND ADMINISTRATION OF THE "MAINTENANCE FUND" AND THE ENFORCEMENT OF ALL COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION; EMPLOYING POLICEMAN AND WATCHMEN; SUPPORTING A VOLUNTEER FIRE DEPARTMENT; AND DOING ANY OTHER THING NECESSARY OR DESIRABLE IN THE OPINION OF the Directors of FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. in the expenditure of said funds, shall be final and conclusive so long as such judgment is exercised in good faith.

All owners of lots in the subdivision designated as FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A) shall be members of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. Each lot owned in the subdivision shall be entitled to one vote at any meeting of the members. THE FOREST COVE PROPERTY OWNERS ASSOCIATION, INC. shall act through its Board of

Directors, who shall be owners of lots in the various sections of FOREST COVE and/or FOREST COVE COUNTRY CLUB ESTATES.

(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE COUNTRY CLUB ESTATES, SECTION FOUR-A (4-A), as described above by metes and bounds.

(u) Any violation of any of the covenants, agreements, reservations, easements, and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

Signed on the date or dates hereafter stated, by the persons whose names are hereafter signed.

SIGNED _____ 05 AUGUST _____, 1992.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC.

BY: _____ /s/ Paulette Murray _____

Name: _____ PAULETTE MURRAY _____

Title: _____ PRESIDENT _____

Attest:

/s/ Jules McCloud
Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ 5th _____ day of _____ August 1992 _____, by /s/ Paulette Murray.

/s/ Marsha H. Harvey
Notary Public - STATE OF TEXAS

My Commission expires: May 17, 1993

NOTE: The package of signatures of property owners who agreed to the execution of this deed restriction is on file in the FCPOA files.