

COMPARED,

DEED VOL. 655 PAGE 183

268892

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF FORT BEND I

THIS DECLARATION made on the date hereinafter set forth by
PERRY HOMES, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain properties located in the David Bright League, Abstract 13 in Fort Bend County, Texas, the said property being more particularly described as QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, in a map or plat thereof filed for record in Volume 15, Page 9 of the plat records of Fort Bend County, Texas.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in the said community and for the maintenance of the Common Area and to this end, desires to subject the real property described in said subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency which will be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, QUAIL VILLAGE TOWNHOUSE ASSOCIATION has been incorporated under the laws of the State of Texas, as a Non-Profit Corporation, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are made for the purpose aforesaid and which shall run with the real property and be binding on all

parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I.

SECTION 1. "Association" shall mean and refer to QUAIL VILLAGE TOWNHOUSE ASSOCIATION, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If the holder of an interest as security for the performance of an obligation acquires the fee simple title, whether by foreclosure, deed or in any other manner, said holder shall then be deemed to be an owner.

SECTION 3. "Properties" shall mean and refer to all that certain real property described as being within the boundaries of QUAIL VILLAGE TOWNHOUSES, according to the plat of QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, recorded in Volume 15, Page 9, of the plat records of Fort Bend County, Texas.

SECTION 4. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

All of the property described in the plat of QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, recorded in Volume 15, Page 9 of the plat records of Fort Bend County, Texas, SAVE AND EXCEPT the eighteen (18) buildings shown on the plat and any portion of such building, hereinafter described as a "lot" and shall include for example, but not by way of limitation, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, shrubs, pipes, wires, conduits, and other public utility lines situated thereon. The Common Area shall be devoted to the common use and enjoyment of the owners.

SECTION 5. "Lot" of "Parcel" shall mean and refer to any portion of the eighteen (18) building sites shown on the plat of QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, recorded in Volume 15, page 9, of the plat records of Fort Bend County, Texas, on which there is, or will be constructed a single family townhouse, which is to be individually and separately

owned. For all purposes hereunder, it shall be understood and agreed, that the eighteen (18) building sites constitute ninety five (95) separate lots, until such time, if any, as it may be determined by that number of single family townhouses erected on, or to be erected on, the eighteen (18) building sites, or more or less than ninety five (95), in which event, the number of lots shall be the number of single family townhouses. Declarant shall be the owner of all of the said ninety five (95) lots, SAVE AND EXCEPT only those particular lots which the Declarant conveys in fee simple title by recordable Deed from and after the date hereof.

SECTION 6. "Townhouse" shall mean and refer to a single family residence unit joined together with at least one or more single family residences by a common wall or walls and/or roof and/or foundation.

SECTION 7. "Declarant" shall mean and refer to PERRY HOMES, INC., a Texas Corporation its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "First Mortgage Holder" shall mean the holder of a purchase money or improvement mortgage secured by a first lien on a lot.

SECTION 9. "Class 'A' Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an Owner other than Declarant or has been occupied.

SECTION 10. "Class 'B' Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an Owner other than Declarant or, prior to such conveyance, has not been occupied.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to limit the number of members' guests;

(c) the right of the Association to suspend the voting rights and right to use the Common Area facilities by the owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication and transfer has been recorded.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the Common Area by the members.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with this section and the By-Laws, his right of enjoyment to the Common Area and facilities:

(a) to the members of his family, who reside on the property.

(b) to his tenants or contract purchasers who reside on the property, if the written lease or contract for purchase contains a covenant that the tenant or contract purchaser has been

furnished copies of this instrument, the By-Laws of the Association and the Rules of the Association and the tenant or contract purchaser shall covenant to comply with the covenants, conditions and restrictions, the By-Laws, and Rules and Regulations of the Association. All provisions in leases or contracts between owners and their tenants or contract purchasers shall be subject to the approval of the Association.

SECTION 3. TITLE TO THE COMMON AREA. The Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Area to the Association, free and clear of all liens and encumbrances, except those herein created and except for those easements and encumbrances of record in the public records of Fort Bend County, Texas reference to which is here made. As a right running with the real property the ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, drive-ways, parking areas, entrances, and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each lot to a street dedicated to public use without hindrance of such communication ways by the Association and/or owners of townhouses and lots. Title to the Common Area shall remain undivided in the Association for the purpose of preserving the rights of the owners with respect to their use and enjoyment of the Common Area.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on August 1, 1977

SECTION 3. In the event of the conveyance of any Lot, the Association shall be furnished a copy of the Deed.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety,

and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$480.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of 2/3rds of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less

than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATE OF ASSESSMENT. Both annual and special assessments must be fixed at uniform rate for all Class A Lots and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at not less than twenty-five per cent (25%) of the amount of the assessments upon all Class A Lots.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association, or its nominee, shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the QUAIL VILLAGE TOWNHOUSE ASSOCIATION, or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments there-

after becoming due or from the lien thereof. The Association, upon receipt of a written request, shall notify the holder of a first lien on a lot of any default by the owner in the performance of the covenants herein, which default is not cured within thirty (30) days.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by a local public authority, and the Common Area, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall ever be exempt from said assessments.

SECTION 11. MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association of its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

SECTION 12. INSURANCE. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance covering all of the insurable improvements on properties, including all townhouses against loss or damage by fire or other hazard in an amount sufficient to cover the full replacement cost or any repair or reconstruction, in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability insurance covering all of the properties, and all damage or injury caused by negligence of the Association or its agent. The insurance may also

include coverage against vandalism. All insurance coverage, including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association. In the event that individual townhouse owners shall furnish proof of adequate insurance coverage to the Board of Directors complete satisfaction, then the Board shall not be required to obtain insurance on such individual townhouses. Insurance obtained on such individual townhouses by the Owner, may be written in the name of the individual Owner. Premiums for insurance obtained by the Board of Directors on individual townhouses, shall not be a part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the Owner to the Association. The debt for insurance shall be a charge upon the land and a lien to secure its payment is hereby created. The debt shall become a personal obligation of the Owner and if not paid within thirty (30) days shall bear the same interest and be foreclosed in the same manner as the liens for maintenance assessments as set forth in Section 8 of this Article, this lien shall be subordinate to the lien of any purchase-money and/or improvement mortgages. In addition to the aforesaid insurance to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners' liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damages or destroyed portions of the property to as good condition as formerly. All insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by Federal Governmental agency, with the proviso agreed to by said bank or institution that the funds may be withdrawn only by signature of at least

one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide full performance and payment bonds, for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that the insurance proceeds exceed the cost of repair and reconstruction, the excess shall be paid over to the respective mortgagees and owners of the damaged townhouses as their interest may then appear. In the event of damage or destruction by fire or other casualty to any townhouse, garage, storage area or other property covered by insurance written in the name of an individual owner, said Owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the garage, storage area and exterior of the townhouse in a good and workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, garage and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by the Owner to repair and rebuild any such townhouse and garage and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided

above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

ARTICLE V.

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose

one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI.

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII.

EXTERIOR MAINTENANCE

In addition to maintenance and insurance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment, hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The exterior maintenance shall not include glass surfaces, doors and door fixtures, exterior lights and light fixtures, air conditioning equipment, patios and associated hardware nor shall it include shrubbery, trees or grass contained within patio fences or hardware used in connection with these items. The Association, its agents and assigns shall have access to every lot at all reasonable times to perform any and all maintenance required to be performed by the Association pursuant to this document. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become, a part of the assessment to which the lot is subject.

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE ONLY. Said property is hereby restricted to residential dwellings for residential use. The term "residential purposes" as herein used shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses and such uses excluded are hereby expressly prohibited. All buildings or structures erected upon said property shall be of new construction and no building or structure shall be moved from old locations onto said property and no subsequent buildings or structures other than townhouse apartment buildings being single family townhouses joined together by a common exterior roof and foundation shall be constructed, except for recreational buildings in the Common Area. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of said property at any time as a residence either temporarily or permanently.

SECTION 2. SEPARATE OWNERSHIP. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and Provisions hereof.

SECTION 3. NO NUISANCE. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the properties nor shall an owner or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any owner or resident, provided, however, that the Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment, and in so making its determination may consider that any loud or continuous barking or crying out by any animal on the property to be a nuisance and may consider any other activity to be a nuisance. No part of the property shall ever be used for any illegal or immoral purpose. There shall be no activity carried on at any time within the property which shall, in the opinion of the Board of Directors of the Association, contribute to the risk of fire.

SECTION 4. ANIMALS. No animals, poultry, livestock, rabbits or fowl of any kind shall be permitted at any time on any Lot, except that one household pet of a usual, customary, common type may be permitted to be kept by each family as a personal family pet, restrained and contained within the Lot. Each household pet must be kept in the custody and control of an adult, by leash, or other means of physical control, when it is outside of the Lot or within the Common Area or within any adjacent public areas in the neighborhood. No animal on any Lot shall be allowed to become a nuisance as provided in the preceding paragraph.

SECTION 5. REFUSE AND GARBAGE. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Lots and streets and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

SECTION 6. SIGNS OR BILLBOARDS. No sign or billboard of any kind shall be displayed to the public view on the properties.

SECTION 7. DECLARANT'S SALES FACILITIES. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant or the builder of said townhouses to maintain during the period of construction and sale of townhouses upon such portion of the properties as the Declarant deems necessary such facilities as, in the sole opinion of the Declarant, may be reasonable, required, convenient or incidental to the construction of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office. Including right to use any such portion of the Common Area for signs, display or in any manner in connection with the sales of townhouses on the property herein described.

SECTION 8. OUTSIDE CLOTHES DRYING. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so they cannot be seen from neighboring Lots and streets.

SECTION 9. TELEVISION OR RADIO ANTENNA. Without prior written authorization of the Board of Directors no television or radio antennas of any sort shall be placed, allowed or maintained on any Lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

SECTION 10. LANDSCAPING. Except in the individual patio area appurtenant to a townhouse and within a Lot, no planting or gardening shall be done.

SECTION 11. PARKING. No Owner, member of his household, contract purchaser, or tenant, shall park any vehicle, boat, camper, trailer or recreational vehicle at any place on the properties, other than in the garage on the Owner's Lot. No vehicle, boat, camper, trailer or recreational vehicle shall be parked in a garage unless the door of said garage may be fully closed with such vehicle inside. Parking spaces designated as "guest parking" shall be used only by the guests of an owner, tenant or contract purchaser on a temporary basis and all guest parking spaces shall be subject to the control of the Board of Directors of the Association. The Board of Directors of the Association may make rules and regulations regarding the use of guest parking spaces. No vehicle shall be parked on the streets or driveways in such a manner that it will obstruct ingress or egress by Owners of Lots, their families, guests or invitees except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible.

SECTION 12. AUTOMOBILE REPAIRS. No automobile repairs other than normal maintenance on vehicles owned by the Owner or members of his immediate household shall be allowed, and in no event shall there be any repairs conducted in any other place than the garage on the Lot owned by the Owner of said vehicle. No racing cart, go-cart, dune buggy or dragster shall be repaired, stored or in any manner operated on the premises. Nor shall any vehicle be operated on the premises without a muffler sufficient to meet the standards required by the State of Texas for the operation of motor vehicles on the public streets and highways of the State.

SECTION 13. REPAIR OF FIXTURES AND EQUIPMENT. All fixtures and equipment installed within a townhouse, commencing at the point where the utility lines, pipes, wires, conduit or other systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their Owners.

SECTION 14. UNIFORM ENFORCEMENT. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners. Violation of any restriction, condition, or covenant herein, shall give QUAIL VILLAGE TOWNHOUSE ASSOCIATION and its assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner of said property and such entry and abatement shall not be deemed to trespass.

ARTICLE IX.

SECTION 1. Each Lot, Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by Construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouse so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

SECTION 2. There is hereby created a blanket easement upon, across, over, and under all of said Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph,

no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

SECTION 3. There are certain areas located between the front Lot lines of each Lot and the Townhouse thereon, which areas are not included within the Townhouse as constructed on a particular Lot. These areas shall be subject to an easement in favor of the Association and such easement is hereby granted to the Association. The Association and all members thereof shall have the right to use and occupy the areas covered by the easements for a part of the Common Area. The Association shall maintain the area covered by the easements in the same manner as herein set forth for maintenance of the Common Area.

SECTION 4. UNDERGROUND ELECTRIC SERVICE.

A. Underground single phase electric service shall be available to the aforesaid lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

B. For so long as such underground service is maintained, the electric service to each townhouse and the recreation building shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways, walkways, fences, patios and garages provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service.

such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE X.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. CONSENT OF LIEN HOLDERS. Notwithstanding any other provision herein contained, unless the Association has obtained the prior written consent of at least seventy-five per cent (75%) of the holders of first mortgages, (based upon one vote for each first mortgage). The Association shall not by act or omission seek to abandon, partition, subdivide, encumber or transfer real estate or improvements which are owned either directly, or indirectly by the Association as Common Area, nor shall it change the method of determining the obligations for assessments, dues, obligations or other charges which may be levied against an owner; nor shall the Association by either act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to architectural design, exterior appearance, the exterior maintenance of units, party walls, or the upkeep of lawns and plantings in the Common Area. The Association, upon receipt of a written request, shall notify the holder of a first mortgage on a lot of any default by the owner in the performance of the covenants herein, which default is not cured within thirty (30) days.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date

this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. The Declarant may make amendments to this Declaration for the purpose of correcting any errors in descriptions of easements, to provide for orderly development, to correct descriptions or to make this instrument conform to actual usage. Any amendment must be recorded in the office of the County Clerk of Fort Bend County, Texas.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 5. ANNEXATION OF ADDITIONAL PROPERTIES. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in the Articles of Incorporation the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file a Supplementary Declaration of Covenants, Conditions and Restrictions describing such additional property and containing such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the properties which are added and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the hereindescribed property. Such Supplementary Declaration shall not be binding upon the Association and unless properly executed by the officers of the Association pursuant to a vote of the members as provided in the Articles of Incorporation.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties,

rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property.

IN WITNESS WHEREOF, PERRY HOMES, INC., a Texas corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized by resolution of its Board of Directors and to be attested and its corporate seal hereunto affixed by its ASST Secretary on this the 5TH day of AUGUST, A.D. 1975.

ATTEST:

PERRY HOMES, INC.

Judith J. Hines
ASST Secretary

Bob d. Perry
President

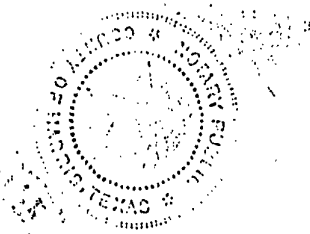


THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Bos J. Perry, President of Perry Homes, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 5th day of August, A.D. 1975.



[Signature]
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOWN ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 15, page 9, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

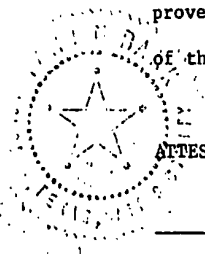
1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of the said properties.

EXECUTED this the 7th day of August, A.D. 1975.



ATTEST:

Edna S. Long
ASST. Cashier

FANNIN BANK
BY: Glenn Harris Jr.
SR. VICE President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared GLENN HARRIS, JR., SR. VICE President of FANNIN BANK, a

banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 7th day of August, A.D. 1975.



Nancy M. Walker
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

KNOWN ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 15, page 9, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

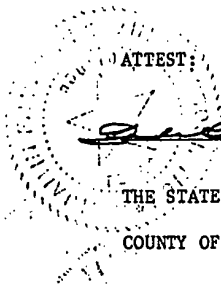
1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of the said properties.

EXECUTED this the 7th day of August, A.D. 1975.



ATTEST:
[Signature]
Secretary

BENJAMIN FRANKLIN SAVINGS ASSOCIATION
BY: [Signature]
Executive Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

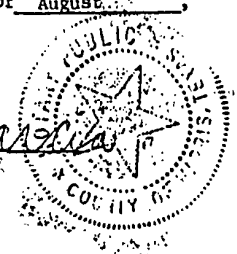
BEFORE ME, the undersigned authority, on this day personally appeared

Richard M. Scott, Executive Vice President of BENJAMIN FRANKLIN SAVINGS

ASSOCIATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 7th day of August, A.D. 1975.

[Signature]
Notary Public in and for
Harris County, T e x a s



THE STATE OF TEXAS I
COUNTY OF FORT BEND I

KNOWN ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSES, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 15, page 9, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

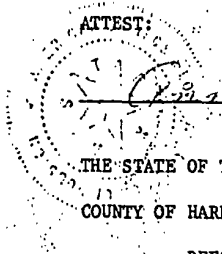
1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of the said properties.

EXECUTED this the 6th day of August, A.D. 1975.

ATTEST:

Christine T. Baker
Asst. Secretary

AMERICAN SAVINGS AND LOAN ASSOCIATION OF HOUSTON

BY: K. Muller
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared K.C. Pulberger, Vice President of AMERICAN SAVINGS AND LOAN ASSOCIATION OF HOUSTON, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 17th day of AUGUST,

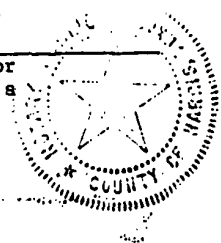
A.D. 1975.

FILED FOR RECORD
AT 2:30 O'CLOCK P.M.

AUG 11 1975

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

William A. Stoll
Notary Public in and for
Harris County, T e x a s



Duly recorded this the 12 day of August A.D. 1975 at 4:30 O'Clock P.M.
By Olivera L. Carter Deputy Pearl Ellett, County Clerk
Fort Bend County, Texas