

OAKWICK FOREST ESTATES

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

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

THAT WHEREAS, Tom I. Alexander, III, Trustee, Hereinafter called the Declarant, is the owner of all that certain real property know as Oakwick Forest Estates located in Fort Bend County, Texas, described as follows:

That certain tract of land, located in the Moses Shipman Survey, A-86, Ft. Bend County, Texas; being situated on Texas State Highway No. 6, four miles westerly from the intersection of said Highway No. 6, and Texas State Highway No. 288, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

WHEREAS, the Declarant contemplates that additional real property will be incorporated within Oakwick Forest Estates Subdivision from time to time and subjected to similar protective covenants, conditions, restrictions, liens, and charges;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or the fee simple title to any portion of the property described, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall mean and refer to that certain real property hereinbefore describes, and such additions thereto as may hereafter be brought within Oakwick Forest Estates Subdivision.

Lot

1.03. A "Lot" shall mean and refer to the portion of Any of the land described above or hereafter brought within Oakwick

Forest Estates Subdivision, sold as a unit, or consolidated into one tract by separate purchases of contiguous tracts by the same Owner, on which there is or will be built a single family dwelling.

Declarant

1.03. "Declarant" shall mean and refer to Tom I. Alexander, III, Trustee, his successors and assigns, if such successors or assigns shall acquire all or a portion of the Properties from Declarant for the purpose of development.

Developer

1.04. "Developer" shall mean and refer to The Chapter Valley Association, its successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Declarant.

Approval of Plans and Specifications

2.02. No building, fence wall, or other structure shall be commenced, erected, or maintained upon Properties, Nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, 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 by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

Election of Committee by Owners

2.04. After period of (2) years from the date hereof the members of the Architectural Control Committee shall be elected annually by the owners of a majority of the Lots then in the subdivision.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated therein in a neat and orderly manner, the Declarant or the Architectural Control

Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

4.01. All lots shall be used for residential purposes only, and 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.

Minimum Floor Area and Exterior Walls

4.02. Any Residence constructed on said Lots must have a living area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than fifty-one percent (51%) masonry construction.

Setbacks

4.03. No building shall be located on any Lot nearer than 30 feet from the front Lot line or nearer than 30 feet from the side street line. No side yards at the front building setback line shall be less than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provision of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original Lot.

Resubdivision or Consolidation

4.04. None if said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraph 4.01, 4.02 and 4.03 hereof on each resulting building site; however, should two or more Lots be consolidated, then no more improvements (as permitted in Paragraph 4.01, 4.02 and 4.03 hereof) may be constructed thereon than there are Lots in the resulting building site.

Easements

4.05. A twenty foot easement for the installation and maintenance of utilities and drainage facilities is reserved across the rear of each lot. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.06. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.07. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4.08. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant, Developer, and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development Prohibited

4.09. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot. This Paragraph shall not be construed to prohibit the drilling of private water wells.

Rubbish, Trash and Garbage

4.10. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

4.11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.

Fences, Walls, Hedges and Utility Meters

4.12. No fence, wall hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than the building setback lines except for decorative subdivision entry fences.

Shrubs and Trees

4.13. No shrubs or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curblines of such

intersecting streets and a line connecting such curblines at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curblines and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

Truck, Buses and Trailers

4.14. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.15. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

MAINTENANCE FEE ASSESSMENT

Establishment of Maintenance Fee

5.01. The Owner of each Lot in the subdivision, exclusive of the Declarant or the Developer, shall pay an annual maintenance fee of One Hundred and Twenty Dollars (\$120.00) per Lot. The maintenance fee shall be paid to the Developer or its successors or assigns, and shall be used exclusively for the fiscal maintenance and betterment of the subdivision. Said payments shall be due on the first day of January of each year after the purchase of a Lot. The maintenance fee shall be prorated for the year of purchase.

5.02. The maintenance fee provided for herein may be increased or decreased by a maximum of fifteen percent (15%) in any one year upon the vote of the Owners of a majority of the property in the subdivision, measured in area and not in Lots.

5.03. The property in the subdivision shall be subject to a lien securing payment of the maintenance fee provided for herein.

5.04. Should any mortgagee, as referred to in Paragraph 6.04 hereof, foreclose any of their liens on any of the lots, then any maintenance fees which may be owing against any such Lots shall be extinguished and the resulting liens referred to in Paragraph 5.03 above shall be terminated. Thereafter no maintenance fee shall be assessed against any such foreclosed Lot until such Lot is resold to a new Owner

ARTICLE SIX

GENERAL PROVISIONS

Enforcement

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

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

6.03. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Declarant, his successors and assigns, so long as Declarant owns not less than thirty percent (30%) of the property in the subdivision, measured by area and not by lots. Thereafter, the covenants, conditions, and restrictions of this Declaration may be amended or repealed by an instrument signed by not less than seventy percent (70%) of the Lot Owners. No amendment shall be effective until recorded in the appropriate records with the County Clerk of Fort Bend County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Execution by Mortgagee

6.04. The undersigned mortgagees, holders of the first and second liens on the Property, join in the execution of this Declaration for purposes of binding their interest therein, and in consideration of the benefit to and improvement of the Property.

Executed this 22 day of December, 1978

Declarant:

Tom I. Alexander. III. Trustee

Mortgagees:

The Declaration of Covenants, Conditions, and Restrictions of Oakwick Forest Estates, as recorded in Book 819. Pages 844 through 851 of the records of Fort Bend County, have been changed as follows:

- 4.01 (delete) -- not to exceed two stories in height.
(add) -- and no more than one additional building for private use will be allowed. The additional building must be esthetically complimentary to the residence.
- 4.02 Change 2,000 square feet to 2,500 square feet.
(ADD) - All residences must have concrete driveways. The garage shall have a minimum of 720 square feet.
- 4.04 Replace with "none of said lots may be subdivided unless each of the resulting parcels are consolidated with an adjacent lot, and not having an easement dividing the new expanded lot."
- 4.16 The maximum building time is ten months from the first day of actual work to date of final inspection by the Architectural Control Committee. The penalty for any additional time is \$30. per day. This amount may be increased by the Board of Directors, however, not in excess of 10% per year. Intermediate inspections by the A.C.C. will be performed on an as needed basis.
- 4.18 The water well may be postioned anywhere on the property approved by the committee, however, the water tank must be housed within the garage area. Location of septic system and field line must be approved by the committee.
- 5.05 Penalty for annual fees which are delinquent will be assessed at 10% of unpaid balance annually.

The Declaration of Covenants, Conditions, and Restrictions of Oakwick Forest Estates, as recorded in Book 819. Pages 844 through 851 of the records of Fort Bend County, have been changed as follows:

- 4.02 Change 2,500 square feet to 3,000 square feet.
- 4.16 (Add) A commercial type dumpster must be on property from commencement of construction to final inspection by the Architectural Control Committee. The penalty for violating this restriction is \$30. per day.