

**AMENDED AND RESTATED RESTRICTIONS
FOR BRAZOS VALLEY, SECTIONS TWO (2) AND THREE (3)**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, on January 13, 1959, that certain instrument titled "Restrictions", applicable to all of Brazos Valley, Section Two (2), a subdivision in Fort Bend County, according to the map or plat recorded in Volume 385, Page 521 of the Deed Records of Fort Bend County, Texas, was filed of record in Volume 386, Page 540 of the Deed Records of the Fort Bend County, Texas (the "Restrictions, Section 2"), which subjected all of the lots in said Brazos Valley, Section Two (2) to the terms of said Restrictions, Section 2;

WHEREAS, on December 30, 1966, that certain instrument titled "Amendment to Restrictions", applicable to all of Brazos Valley, Section Two (2), a subdivision in Fort Bend County, according to the map or plat recorded in Volume 385, Page 521 of the Deed Records of Fort Bend County, Texas was filed of record under Clerk's File No. 161367 and in Volume 482, Page 860 of the Deed Records of Fort Bend County, Texas, which amended certain portions of said Restrictions, Section 2;

WHEREAS, that certain instrument titled "Restrictions", dated January 2, 1961, applicable to all of Brazos Valley, Section Three (3), a subdivision in Fort Bend County, according to the map or plat recorded in Volume 412, Page 287 of the Deed Records of Fort Bend County, Texas, filed of record in Volume 413, Page 27 of the Deed Records of Fort Bend County, Texas (the "Restrictions, Section 3"), which subjected all of the lots in said Brazos Valley, Section Three (3) to the terms of said Restrictions, Section 3;

WHEREAS, on December 30, 1966, that certain instrument titled "Amendment to Restrictions", applicable to all of Brazos Valley, Section Three (3), a subdivision in Fort Bend County, according to the map or plat recorded in Volume 412, Page 287 of the Deed Records of Fort Bend County, Texas, was filed of record under Clerk's File No. 161368 and in Volume 482, Page 870 of the Deed Records of Fort Bend County, Texas, which amended certain portions of said Restrictions, Section 3;

WHEREAS, Paragraphs No. 1 of the section titled "RESTRICTIONS" of the Restrictions, Section 2, and the Restrictions, Section 3, provides:

- (1) "These restrictions shall be effective until January 1, 1969, and shall automatically be extended

thereafter for successive periods of 10 years; provided, however, that the owners of a majority of the square foot area of the lots or tracts in said addition, may release, alter, amend, or change any of such restrictions either as to the entire addition or to portions thereof, such release, alteration or change to be effective either on January 1, 1969 or at that expiration of any 10 year period thereafter. Such release, alteration, or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the office of the County Clerk of Fort Bend County, Texas, at any time prior to 2 years preceding January 1, 1969, or at any time prior to 2 years preceding the expiration of any successive 10 year period thereafter."

WHEREAS, the undersigned represent at minimum a majority of the square foot area of each section of Brazos Valley, Section Two (2) and Brazos Valley, Section Three (3), and hereby desire to consolidate, amend and restate in entirety and in one consolidated instrument, the Restrictions applicable to Brazos Valley, Section Two (2) and Brazos Valley, Section (3).

NOW THEREFORE, the undersigned, constituting a majority of the square foot area in each of Brazos Valley, Section Two (2) and Brazos Valley, Section Three (3), do hereby make and file the following restrictions, reservations, protective covenants, limitations, and conditions and restrictions regarding the use and/or improvements located in said Brazos Valley, Section Two (2) and Brazos Valley, Section Three (3), and do hereby amend or change and restate in their entirety the Restrictions on file in the Fort Bend County Deed Records, as follows:

ARTICLE I DEFINITIONS

1. "Architectural Control Committee" shall mean and refer to the committee designated by the Board of Directors of the Association to review, evaluate, and approve or disapprove plans submitted to said committee for the placement, erection, construction, and/or addition of any improvement or improvements on a Lot or Reserve in the Subdivision.

2. "Assessments" shall mean and refer to those sums assessed against each Lot, whether annual or special assessments, which are secured by a continuing vendor's lien against each Lot for the benefit of the Association.

3. "Association" shall mean and refer to the "Valley Lodge Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

4. "Commercial Lot" shall refer to those Lots designated for commercial use in Article II, Section 3 of these Restrictions.

5. "Commercial Reserve" shall refer to those Reserves designated for commercial use in Article II, Section 3 of these Restrictions.

6. "Common Area" shall refer to any properties, real or personal, which have been conveyed to or otherwise acquired by the Association, for the common use and enjoyment of the members of the Association.

7. "Dwelling" or "Residence" shall refer to the building or structure on a Lot, which shall be a single-family structure for the exclusive purpose of providing permanent living space and a permanent home to its occupants.

8. "Improvements" as used herein shall refer to any and all construction, erection, or alteration of any kind, made upon any Lot or Reserve, to any dwelling, building, structure, barn, fence, or outbuilding.

9. "Lot" shall refer to any of the numbered lots shown on the Subdivision Plat.

10. "Member" shall refer to every person or entity which holds a membership in the Association.

11. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest or royalty interest burdening the title thereto.

12. "Property" or "Properties" shall refer to any of the property or properties in Brazos Valley, Sections Two (2) or Three (3), including but not limited to all Lots and Reserves, as shown on the subdivision maps or plats for each section of Brazos Valley, as recorded in the Deed Records of Fort Bend County, Texas.

13. "Residential Lot" shall refer to all Lots as shown on the subdivision maps or plats for Brazos Valley, Sections Two (2) or Three (3), except those parcels of land designated as Commercial Lots or Commercial Reserves in Article II, Section 3 of these Restrictions.

14. "Restrictions" shall refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brazos Valley, Sections Two (2) and Three (3).

15. "Subdivision" shall refer collectively to Brazos Valley, Sections Two (2) and Three (3), as set forth in the maps

or plats thereof recorded in the Deed Restrictions of Fort Bend County, Texas.

16. "Subdivision Plat" shall refer to the recorded maps or plats of Brazos Valley, Sections Two (2) and Three (3), as set forth in the maps or plats thereof recorded in Volume 385, Page 521 and Volume 412, Page 287, respectively, of the Deed Records of Fort Bend County, Texas.

ARTICLE II USE RESTRICTIONS

SECTION 1 - ANTENNAE. No electronic antennae or device or any type other than an antenna for receiving normal television signals or transmitting or receiving radio signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Antennae may be attached to the house; provided, however, such antennae must be located to the rear of the roof ridge line, gable or center line of the principle dwelling, unless this is not possible due solely to the design of the roof. Freestanding antennae must be located behind the rear wall, and to the interior of a side wall in the case of a corner lot, of the main residential structure. Guy wires may be installed for the purposes of securing antennae; provided, however, that such wires do not encroach upon any easement or adjoining Lot(s). No antenna, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot. Variances from this paragraph may be considered and approved in writing by the Architectural Control Committee.

Satellite dish antennae and parabolic receivers are allowed if installed in compliance with the above paragraph. However, any such dish antennae or parabolic receiver with a diameter greater than three (3) feet must be freestanding and ground mounted.

Antennae used for the transmission of radio signals must be operated within the then current FCC regulations and may not be allowed to cause interference to the receivers of other Lot owners. Upon notice of such interference by the Association, the transmitting antenna must be removed or the transmissions altered to eliminate the interference.

SECTION 2 - COMPOSITE BUILDING SITE. No Lots shall be subdivided in any fraction except as hereinafter provided. Any persons owning two (2) or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted herein, on each such resulting building site, provided that such subdivision does not result in more building sites than the number of platted Lots involved in such subdivision and/or consolidation. No portion of a Lot less than the whole shall ever be used as a

building site nor shall any fractional part of a Lot be used for any purpose other than in conjunction with an adjoining whole Lot.

SECTION 3 - DESIGNATED USE. All Lots within Brazos Valley Sections Two (2) and Three (3) are designated for either residential, recreational or commercial purposes as provided in this document. All Lots not specifically designated for recreational or commercial uses below are restricted to residential use. The following lots are designated for recreational use: Lots 9, 10, 11 and 12 in Block 48 of Brazos Valley Section Three (3). The following lots and reserves are designated for commercial use: Reserves A, B, C, D, and E of Brazos Valley Section Three (3), and Lots 1, 2, and 3 in Block 46 and Lots 13, 14 and 15 in Block 48 all of the Brazos Valley Section Three (3).

Residential Lots may be used only for single-family residential purposes and related uses. Such use shall prohibit the use of garage apartments, apartment houses, townhouses, duplexes or any other such attached dwelling units. No Residential Lot shall be used for business, professional, commercial, industrial or manufacturing purposes of any kind. No building shall be moved onto any Lot without prior written consent of the Architectural Control Committee. The Association may from time to time set guidelines for acceptable business or professional activities, if any, allowed from a Residential Lot.

Recreational Lots are for the benefit and enjoyment of all members and their guests. While owned by the Association, the Recreational Lots may not be used for residential or commercial purposes with the exception of fund raising for community events held from time to time for the benefit of the Association. If the Board of Directors of the Association elects to sell the Recreational Lots to an Owner, it may do so, in which event, the Recreational Lots shall become Residential Lots.

Commercial Lots and Reserves may be used for any valid business, professional, commercial, industrial or manufacturing purpose so long as such use is not offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No storage of rubbish or trash is allowed on Commercial Lots and Reserves unless screened from public view. No burning of rubbish or trash shall be permitted on Commercial Lots and Reserves at any time. Commercial Reserves may be used for multi-family residential purposes, such as apartments, however Commercial Lots may not.

SECTION 4 - DRAINAGE AND EXCAVATION. All Lots shall be graded such that water does not drain onto adjoining Lots. The removal of dirt from any Residential Lot is expressly prohibited, and no excavation, except as may be necessary for the construction of improvements, shall be permitted.

Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 3 square feet (24 inch diameter pipe culvert) or of such larger size as may be required to ensure proper drainage or as may be required by regulating authorities. Culverts must be used for driveways and walks, and shall be installed in a manner that will not obstruct the flow of water in ditches their inside bottom must be even with or below the level of the ditch.

SECTION 5 - FENCES. All fences must be approved in writing in advance by the Architectural Control Committee for design, materials, height and placement. Each fence must be harmonious with the community and cannot exceed eight (8) feet in height without a prior written variance from the Architectural Control Committee.

SECTION 6 - LIGHTING. No exterior lighting fixture with a wattage greater than 100 watts may be installed on any structure or portion of a Lot in a manner that causes excessive spillover of light or illumination of adjacent Lots. This section does not apply to temporary holiday lighting and lighting controlled by motion sensors in good working order that remain on not more than ten (10) minutes during each on cycle.

SECTION 7 - LOCATION OF IMPROVEMENTS UPON LOTS. No building or other above-ground structural improvements shall be located on any Lot nearer to the front or side property lines than the minimum building setback line shown on the recorded plat. In any event, no building or other above-ground structural improvements shall be located nearer than twenty-five (25) feet to the front property line, or the side property line nearest the street in the case of a corner lot, or nearer than ten (10) feet to an interior lot line. For the purpose of this section, on composite building sites as defined in section 2, the setbacks described above are from perimeter lines of the composite building site only and there will be no setbacks relative to lot lines interior to the composite building site.

SECTION 8 - MAINTENANCE OF IMPROVEMENTS. Each Owner shall at all times be obligated to maintain, repair, replace and renew all improvements on his or her Lot and on the area between the property line and adjacent streets if such areas are not otherwise maintained, so as to keep same in a clean, sightly, safe, first-class condition and free of any obstruction to drainage. The Owner's maintenance obligation shall include, but not be limited to, the maintenance of all exterior surfaces of all buildings and other improvements, and the removal of dead and diseased trees and plantings from all areas of the Lot. If any building or improvement is damaged or destroyed, the Owner shall diligently proceed to restore such building or improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such building or improvement.

SECTION 9 - MAINTENANCE OF LOTS. All Lots shall at all times be kept in a neat, sanitary, healthful and attractive condition. Grass and weeds shall be cut regularly to maintain a height of twelve (12) inches or less. Trash, junk and refuse shall not be kept or allowed on any Lot, nor shall unsightly articles, objects or things be placed thereon. If, after ten (10) days written notice, Owner fails to comply with any of the above requirements, Association or its agents may, without being under any duty to do so, at Owner's expense, enter upon said Lot, cut such grass and weeds, remove such trash or unsightly objects, which entry shall not be deemed to be a trespass, or do any other thing necessary to secure compliance with these restrictions and to place such Lot in a neat, sanitary, healthful and attractive condition. Upon completion of the work, Association shall render a statement to the Owner of such Lot for the full cost of the work plus a reasonable administration fee and Owner agrees to pay such statement immediately upon receipt. The obligation of Owner to pay all costs of maintaining such Lot and a reasonable administration fee shall be secured by a continuing lien upon and against the Lot upon which the work was performed. The necessity of the performance of such work by the Association shall be in the sole discretion of the Association.

SECTION 10 - MINERAL OPERATIONS. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any related wells, tanks, tunnels mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 11 - MINIMUM DWELLING SIZE. All dwelling structures on Residential Lots are restricted to a minimum of one thousand eight hundred (1,800) square feet of livable area, exclusive of open porches, atrioms and garages. If the dwelling is more than one (1) story in height then the structure must have a minimum of one thousand two hundred (1,200) square feet of livable area on the ground floor, exclusive of open porches, atrioms and garages.

SECTION 12 - OFFENSIVE CONDITIONS AND ACTIVITIES. Other than with regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display model homes, no activity, whether for profit or not, shall be carried on any Residential Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot or Commercial Reserve or allowed to exist on any Lot or Commercial Reserve which may be or become an annoyance or a nuisance to the neighborhood.

SECTION 13 - PETS AND ANIMALS. Domestic pets, animals and livestock, other than swine, may be kept on any lot provided they are not kept, bred or maintained for commercial purposes.

Quarters and shelter for any such animals shall be built and kept in a neat and sanitary manner. Buildings for housing any such animals shall be located not nearer to the front line of any Lot than two-thirds the depth of such Lot measured along the shorter of its side lines. Adequate fences or other containment shall be erected and maintained for any such animals in order to prevent their going outside the perimeter of the Lot. All animal refuse must be disposed of and all applicable health regulations must be strictly complied with. No such pet, animal or livestock shall be allowed to become a nuisance or health hazard to the neighborhood. The Association shall have the right to make such additional rules and regulations concerning the keeping of pets, animals and livestock as it may deemed proper and desirable to maintain the Subdivision in a high class and healthful manner.

SECTION 14 - SEPTIC TANKS AND SANITARY SEWERS. No cesspool shall ever be dug, used or maintained on any Lot, and whenever a residence is constructed on any Lot, it shall provide inside toilet facilities and shall be connected to a septic tank until such time as sanitary sewers may be available for use in connection with such Lot. At such time sanitary sewers become available to each Lot, the Owner shall connect to the sanitary sewer and discontinue the use of the septic tank within ninety (90) days. Drainage of septic tanks onto adjoining Lots, roads, streets or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental agencies. No outside toilets shall be allowed in the Subdivision.

SECTION 15 - SIGNS. No signs, advertisement or billboard or advertising structure of any kind other than one normal "For Sale" or "For Lease" sign not to exceed five (5) square feet in total size may be erected or maintained on any Residential or Commercial Lot. The Architectural Control Committee may, with prior written consent, allow a variance on this restriction for a temporary or special purpose sign. The Association shall have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Special purpose signs, such as "Beware of Dog" or "No Trespassing" signs, are exempt from this paragraph so long as they are under two (2) square feet in size, in reasonable number and attached to the structure or fence.

Temporary signs, such as election or garage sale signs, are exempt from this paragraph so long as they are reasonable in number and are in place no longer than thirty (30) days.

SECTION 16 - STORAGE OF VEHICLES. No trucks, trailers, boats, automobiles, campers or other vehicles shall be stored, parked or kept in the front yard or in the street adjacent to any

Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day, not to exceed forty-eight (48) hours in duration. Permanent and semi-permanent storage of such items and vehicles must be screened from public view. Tarps or other such temporary vehicle covers are not adequate screening.

Inoperable trucks, trailers, boats, automobiles, campers or other vehicles must be fully screened from any public street. Inoperable shall include vehicles which are mechanically inoperable as well as those which are not legally operable by way of current registration and inspection.

SECTION 17 - TEMPORARY STRUCTURES AND OUTBUILDINGS. No structure of a temporary character, mobile/manufactured home, trailer, basement, tent, shed, shack, garage, barn or other temporary building of any nature shall be placed or constructed on any Lot for residential purposes. A temporary office or work shed may, following approval thereof by the Architectural Control Committee, be maintained upon any Lot or Lots by any building contractor or sales agency in connection with the erecting and sales of dwellings in the subdivision, but such temporary structure(s) shall be removed at completion of construction or sale of dwellings, whichever is applicable, or within ten (10) days following notice from the Association.

Outbuildings, including portable structures used for accessory or storage purposes, shall be harmonious with the neighborhood with respect to size, location, style, color and architecture and shall be subject to approval by the Architectural Control Committee.

SECTION 18 - VISUAL OBSTRUCTIONS. No object or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and points ten (10) feet back from such intersection shall be placed, planted or permitted to remain on any corner Lots.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

SECTION 1 - APPROVAL OF PLANS. No building shall be erected, placed or altered on any Lot or Reserve, including Recreational and Commercial Lots, until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards which may be established by the Architectural Control Committee of the Valley Lodge Property Owners Association, Inc., or its duly authorized representative. A copy of the

construction plans and specifications and a plot plan with dimensions, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction.

In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, such plans and specifications shall be deemed to have been disapproved, provided, that failure to timely approve or disapprove such plans and specifications shall not be deemed to permit the erection, construction, placing or altering of any structure on any Lot in a manner expressly prohibited under the terms of these Restrictions. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

The approval or lack of disapproval, by the Architectural Control Committee of any plans and specifications or of the location plot plan shall in no event be deemed to create any liability whatsoever in the Association, the members of the Architectural Control Committee, or in any other party for any warranty or representation by such Architectural Control Committee including, without limitation, any warranty or representation relating to fitness, design, adequacy or location of the proposed construction or compliance with applicable statutes, codes and regulations, in any building or structure erected and located in accordance with such plans and specifications and location plot plan.

Any decision of the Architectural Control Committee shall be designated by signature of a majority of the members of the Architectural Control Committee but in no case less than two (2) signatures. If there is one or less active members of the Architectural Control Committee then the President and/or Secretary of the Association may sign the application with the full authority of an Architectural Control Committee member.

SECTION 2 - VARIANCES. Anything contained in this or elsewhere in these Restrictions to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of these Restrictions relating to type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Architectural Control Committee or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing

structures and will not materially detract from the aesthetic appearance of the neighborhood and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items as it shall deem appropriate, in connection with its consideration of a request for variance. If the Architectural Control Committee shall approve such request for variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee, or (b) failure by the Architectural Control Committee or any successor to the authority thereof shall not then be functioning then no variances from the covenants of these Restrictions shall be permitted.

The Architectural Control Committee shall have not authority to approve any variance except as expressly provided in these Restrictions.

SECTION 3 - COMMITTEE MEMBERSHIP. The Architectural Control Committee shall be composed of three (3) members at least one of which must be a member of the Board of Directors of the Association. The Board of Directors of the Association may, at its sole discretion, from time to time, change the membership of the Architectural Control Committee by removing and replacing any or all of the members.

SECTION 4 - REPLACEMENT. In the event of removal, death or resignation of any member of said Committee, the Board of Directors of the Association shall appoint a successor member. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

SECTION 5 - MINIMUM STANDARDS. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable architectural or construction standards, provided, however, that such outline will serve as minimum guideline and such Architectural Control Committee shall not be bound thereby. Such standards may include, but not be limited to, placement, dimensions, materials, design and colors.

All construction must be completed and cleaned up within twelve (12) months from ground breaking or materials delivery, whichever is first.

**ARTICLE IV
VALLEY LODGE PROPERTY OWNERS ASSOCIATION, INC.**

SECTION 1 - MEMBERSHIP AND VOTING. 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Members shall be entitled to one (1) vote per 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 determine but in no event shall more than one vote be cast with respect to any Lot.

SECTION 2 - NON-PROFIT CORPORATION. The VALLEY LODGE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, has been organized, and it shall be governed by the Articles of Incorporation of said Association, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

SECTION 3 - BY-LAWS. The Association may make whatever rules or By-Laws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof. The By-Laws may be amended from time to time by the Board of Directors of the Association.

SECTION 4 - INSPECTION OF RECORDS. The members of the Association shall have the right to inspect the books and records of the Association for any proper purpose during reasonable business hours at the principal office of the Association.

**ARTICLE V
MAINTENANCE ASSESSMENTS**

SECTION 1 - LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Owner of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, 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 and reasonable costs of collection, 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 and reasonable costs of collection, 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 the successor 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 any Common Areas.

SECTION 3 - MAXIMUM ANNUAL ASSESSMENT. Until December 31, 1998, the maximum annual assessment shall be \$60.00 per Lot. On and after January 1, 1999, the annual assessment may be increased each year by not more than five (5) percent above the maximum annual assessment for the previous year. On and after January 1, 1999, the maximum annual assessment may be increased by more than five (5) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called or noticed for that purpose.

SECTION 4 - SPECIAL ASSESSMENTS. 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 on the common areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called or noticed for this purpose.

SECTION 5 - RATE OF ASSESSMENT. The Board of Directors may set the annual assessment at any amount not in excess of the maximum allowed under Section 3 above. The assessment charged to all Lots shall be uniform, however, at its sole discretion, the Board of Directors may collect a fraction of the annual assessments on all Lots that do not contain structural improvements such as houses, garages, barns, guest quarters, etc. Any such fractional charge shall not be less than fifty percent (50%) of the full annual assessment.

SECTION 6 - NOTICE OF ASSESSMENT. The Board of Directors may set the annual assessment at an amount not in excess of the maximum allowed under Section 3 above. Such annual assessment shall be set at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every owner subject thereto at the last address of the Owner according to the Association's records at least thirty (30) days before the due date. The due date shall be the first day of January of the annual assessment period unless established otherwise by the Board of Directors.

SECTION 7 - NOTICE OF QUORUM FOR MEMBER VOTES. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Owners at the last address of the Owner according to the Association's records not less than ten (10) days nor more than fifty (50) days

in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast thirty (30) percent of all the votes of the Owners 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. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

SECTION 8 - NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9 - SUBORDINATION OF LIEN TO MORTGAGES. To secure the payment of maintenance fund and all annual and special assessments established hereby and to be levied on individual Lots, there is hereby reserved a Vendor's Lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of such Lot to secure the payment of moneys advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI GENERAL PROVISIONS

SECTION 1 - TERM AND AMENDMENT. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of more than two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part at the end of any such ten (10) year period. The terms and provisions of these Restrictions may also be amended at any time

when an instrument setting forth said changes and signed by owners of seventy-five percent (75%) of the Lots is placed on record in the Real Property Records of Fort Bend County, Texas.

SECTION 2 - ANNEXATION. Additional residential property and Common Area may be annexed to the Properties at any time with the consent of the Owners of more than two-thirds (2/3) of the Lots.

SECTION 3 - ENFORCEMENT. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other penalties provided by law for such violations. Failure by the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Any costs and reasonable attorney fees for enforcement of these covenants shall be a charge on the Land, shall be a continuing lien upon the Lot and shall be the personal obligation of the Owner.

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

SECTION 5 - OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, 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 suspend the voting rights and the right to use any recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

The Common Area, if any, may not be mortgaged or conveyed without the consent of the Owners of two-thirds (2/3) of the Lots.

SECTION 6 - DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of

enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.

EXECUTED by each individual Owner on the date indicated, to be effective when recorded in the Real Property Records of Fort Bend County, Texas. This document may be executed in multiple counterparts, each of which is and shall be construed as an original, being one and the same document for all purposes. For the purpose of recording this instrument, all signature pages may be attached to one (1) counterpart.

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Return to:

Valley Lodge P.O.A.
c/o C.I.A. Services, Inc.
13313 Southwest Freeway #265
Sugar Land, Texas 77478-3543