

ARTICLE II

MAINTENANCE CHARGE AND USE RESTRICTIONS
COVERING FOREST HILLS ESTATES, SECTION ONE

2.01 Description of Property Covered by
Maintenance Charge and Restrictions.

Seller is the owner of a certain tract of land in Waller County, Texas, which has heretofore been plotted and subdivided into that certain subdivision known as Forest Hills Estates, Section One, according to the map or plat thereof recorded in the Office of the County Clerk of Waller County, Texas. For the purpose of creating and carrying out a uniform plan for the improvement, development and sale of all tracts or parcels of land located within Forest Hills Estates, Section One, for the benefit of the present and future owners of said tracts, Seller adopts and establishes the following maintenance charge and the following reservations, restrictions, covenants and easements to apply uniformly to each tract or parcel of land located in said subdivision. It is expressly provided, however, that the following maintenance charge and the following reservations, restrictions, covenants and easements shall not cover any other land owned by Seller, other than the above described subdivision of Forest Hills Estates, Section One.

2.02 Maintenance Charge.

Each tract or parcel of land sold under a Contract for Deed, or otherwise conveyed by Seller, shall be subject to a monthly maintenance charge at the rate of fifty cents (\$.50) per each acre or portion of an acre, sold or conveyed. The purpose of this maintenance charge is to create a fund out of which to expend such sums as may be determined by Seller (or by such other party or parties who are designated by Seller to administer said fund) to be necessary in order to maintain those tracts or parcels of land sold under Contract for Deed or otherwise conveyed, including but not limited to, the expenses incurred for the maintenance of any private road which provides access to any parcel or tract of land located within Forest Hills Estates, Section One.

(a) The monthly maintenance charge hereby imposed, together with interest at the rate of ten percent (10%) per annum from the date the same is due and payable until paid,

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together with all collection expenses and reasonable attorney's fees incurred in connection with collection, shall be secured by an express lien which is hereby created and imposed on each tract or parcel of land sold under a Contract for Deed or otherwise conveyed by Seller.

(b) The express lien created and imposed herein as security for the payment of said monthly maintenance charge shall be enforceable through appropriate legal proceedings in the manner prescribed by law.

(c) Purchase money liens and Mechanics' and Materialmen's Liens placed upon any tract or parcel of land for the purpose of constructing a residence or other buildings or improvements thereon and recorded in accordance with the laws of the State of Texas shall be from the date of the recordation of the instrument evidencing such liens, superior to any and all express liens herein expressly created as security for the payment of the monthly maintenance charge.

(d) In addition to taking subject to the maintenance charge and lien hereby created, each Buyer of each tract or parcel of land by the acceptance of a Deed or by entering into a Contract for Deed shall be deemed to have covenanted, bargained and agreed to be personally liable for the monthly maintenance charge payable during the period he holds title under such Deed or the period he is purchasing under a Contract for Deed, whichever the case may be.

(e) At any time after the date herein set out as the "date of adoption" of these restrictions, the owners of a majority of the lots in Forest Hills Estates, Section One, shall, by appropriate resolution, be authorized to change the amount of the monthly maintenance charge. For the purposes of voting on a change in the maintenance charge, those persons who are purchasing a lot under a Contract for Deed shall be

deemed to be an owner, and Seller shall be deemed to be an owner of any lot not conveyed by Deed or Contract for Deed. Each lot shall be entitled to one (1) vote.

2.03 Easement for Private Road.

Access to each interior tract or parcel of land in Forest Hills Estates, Section One, shall be available by means of a private road constructed by Seller. Each Buyer of each tract or parcel of land which abuts the private road shall hold under a conveyance which includes the portion of the private road (to the center line of said private road) which adjoins the tract or parcel of land sold to such Buyer, whether sold under a Contract for Deed or otherwise. Each Buyer of each tract or parcel of land by the acceptance of a Deed or by entering into a Contract for Deed shall be deemed to have covenanted, bargained and agreed that that portion of the private road which is included in the conveyance to Buyer of his tract or parcel of land shall be subject to an easement for ingress and egress, to be used by Seller and by any and all other persons who may have acquired any interest in any tract or parcel of land from Seller by virtue of a Deed, Contract for Deed, Lease or any other conveyance. It is expressly provided that the easement of ingress and egress herein created shall be for the benefit of all land owned by Seller, including land owned by Seller which is not located within Forest Hills Estates, Section One.

2.04 Agreement to Join in Conveyance of Private Road to Waller County, Texas.

Each Buyer of each tract or parcel of land by the acceptance of a Deed or by entering into a Contract for Deed, covenants and agrees that if at any time the appropriate authority of Waller County, Texas, has agreed to take over and maintain as a county road the private road constructed by Seller which provides ingress and egress to the tracts or parcels of land sold by Seller in Forest Hills Estates, Section One, then automatically said private road will be deemed to be dedicated to Waller County, Texas, and if called upon to do so such Buyer will execute the necessary and appropriate instruments conveying to Waller County, Texas, such Buyer's right, title and interest in that portion of his tract or parcel of land which is subject to the private road easement created by these covenants.

2.05

Use Restrictions and Architectural Control.

Every tract or parcel of land, whether sold by Contract for Deed or otherwise, shall be subject to the following restrictions:

(a) No building or other improvements shall be erected, placed or altered on any tract or parcel of land until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location. In addition, no building or other improvement shall be occupied by any person until the Architectural Control Committee approves such structure as suitable for occupancy. The Architectural Control Committee is composed of two (2) members whose names and addresses are: P. Mark Rice, 15435 FM 529, Houston, Texas, 77040; and Mark S. Robinson, 1217 Calhoun, Houston, Texas, 77002. In the event of the resignation, death or inability of either member of the Committee, the remaining member of the Committee shall have the full authority to designate a successor. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time following two (2) years after the date herein set out as the "date of adoption" of these restrictions, the owners of a majority of the lots in Forest Hills Estates, Section One, shall be empowered through a duly recorded written instrument to change the number and membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. For the purposes of voting on such changes in the number, membership, powers or duties of the Committee, each lot shall be entitled to one vote, regardless of the number of persons who may own such lot, and those persons purchasing a lot under a Contract for Deed shall be deemed to be an owner. The Committee's approval or disapproval of construction plans and specifications, as well as suitability for occupancy, as required by this covenant, shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit is brought to enjoin the construction

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has been commenced prior to the completion of the improvements, then approval of such plans and specifications shall not be required. Likewise, if the Committee fails to give written approval that a building or other improvement is suitable for occupancy within thirty (30) days of a request for such approval, then approval of such structure for occupancy shall not be required and this covenant shall be deemed to have been fully satisfied.

(b) No improvements shall be erected or placed on any tract or parcel of land for the purpose of using such tract or parcel of land solely for the conduct of any commercial enterprise. Any business or commercial activity conducted on any tract or parcel of land must be carried on in conjunction with the use of such tract or parcel of land as a private family residence. Any business or commercial activity authorized under these covenants shall be maintained only within or in back of the residence and in such manner as not to be visible from the road which provides ingress and egress to the other tracts or parcels of land.

(c) No residence shall be erected or placed upon any tract or parcel of land which does not contain at least 1,200 square feet, exclusive of porches, garage or covered walkway. Every residence shall meet the building code requirements of Waller County, Texas.

(d) No residence shall be erected or placed on any tract or parcel of land nearer than two hundred (200) feet from the frontage of said tract or parcel of land on the road which provides ingress and egress to the other tracts or parcels of land and nearer than twenty-five (25) feet to an adjoining tract or parcel of land. All other structures, such as unattached garages, barns and sheds, shall be located behind the residence and shall not be nearer than ten (10) feet to an adjoining tract or parcel of land.

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- (e) No residence shall be erected or placed upon a tract or parcel of land which contains less than 4.50 acres.
- (f) No mobile home or house trailer of any type shall be permitted to be located on any tract or parcel of land. Camp trailers and other vehicles suitable for recreational purposes shall be allowed to be stored on a tract or parcel of land; provided, that such vehicles shall be located only behind the residence and not closer than ten (10) feet to an adjoining tract or parcel of land.
- (g) No sign of any kind shall be displayed on any tract or parcel of land except one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by Seller to advertise the property.
- (h) No noxious or offensive activity shall be permitted upon any tract or parcel of land, nor shall anything be done thereon which may be or become an annoyance or nuisance to nearby property owners.
- (i) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any tract or parcel of land at any time as a residence either temporarily or permanently.
- (j) No outside toilets shall be erected, placed or used upon any tract or parcel of land. Sewage shall be disposed of by means of a septic tank.
- (k) No tract or parcel of land shall be used or maintained as a dumping ground for rubbish or as a storage place for junk. Trash, garbage or other waste shall not be left except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(l) All driveways to the road which provides ingress and egress to the other tracts or parcels of land shall connect to the road over a culvert pipe of ample size to permit an adequate flow of water through the road ditches, or, if a bridge is used, it shall be of sufficient height to permit the free flow of water under it.

(m) Livestock and animals considered pets shall be permitted; provided, that the number of such animals is not so great as to be noxious or offensive to nearby property owners.

(n) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1999, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy-five percent (75%) of those persons then holding title to the lots in Forest Hills Estates, Section One, has been recorded, agreeing to change said covenants in whole or in part. For the purpose of determining whether seventy-five percent (75%) of those persons then holding title to the lots have agreed to change these covenants in whole or in part, each lot shall have one (1) vote regardless of the number of persons who may own such lot.

(o) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either specifically to enforce such covenants or to recover damages for their breach.

(p) Invalidation of any one of these covenants by judicial decree shall in

nowise affect the force and effect of any
other covenant.

Date of Adoption: _____