

Kathy + Mark

10/30/00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JULIANNE MEADOWS

STATE OF TEXAS X
COUNTY OF HARRIS X

This Declaration is made on the date hereinafter set forth by SEALE REALTY CORPORATION, a Texas corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of sixteen (16) tracts of real property in Harris County, Texas, which are specifically described as Lots One (1) through Sixteen (16), inclusive, in Block One (1) of JULIANNE MEADOWS, a subdivision in Harris County, Texas according to the map or plat thereof, recorded at Film Code No. 455081 of the Map Records of Harris County, Texas, hereinafter referred to as "the property."

WHEREAS, Declarant desires to provide for the enhancement of value and desirability of the property by subjecting the property to covenants, conditions and restrictions for the mutual benefit of future owners of the property; and

WHEREAS, Declarant has deemed it desirable for the enhancement of value to create an entity to which will be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and collections and disbursing the assessments and charges hereinafter created; and

NOW THEREFORE, Declarant hereby declares that all of the property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the herein stated covenants, conditions, restrictions, charges and liens, which shall run with the real property and be binding on all parties having any right, title or interest in the property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to JULIANNE MEADOWS PROPERTY OWNERS' 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 or tract of land 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.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the subdivision map of the Property.

ARTICLE II

Julianne Meadows Property Owners' Association

Section 1. Members. Every owner of a lot or tract of land 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 or tract of land which is subject to assessment.

Section 2. Classes and Numbers of Votes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all third party owners who have purchased lots from Declarant, and their successors in title. Class A members shall be entitled to one vote for each lot or tract of land owned. When more than one person holds an interest in any lot or tract of land, all such persons shall be members, and the vote of such lot or tract of land shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any one lot or tract of land.

Class B. The Class B member shall be the Declarant who shall be entitled to one vote for each lot of tract of land owned.

Section 3. Annual Meetings. The Association shall hold an Annual Meeting every year on the third Thursday of the month of January, to elect the members of the Executive Committee.

Section 4. Executive Committee and Architectural Review Committee. The Executive Committee shall be composed of a minimum of three member owners. The Executive Committee has the authority to increase the size of the Executive Committee to a maximum of five member owners. The Executive Committee shall also function as the Architectural Review Committee described in these Deed Restrictions, or may appoint a separate committee of not less than three member owners to serve as the Architectural Review Committee.

Section 5. Quorum. Any number of owners present at a properly called meeting of the Association or the Executive Committee shall constitute a quorum for the transaction of all business, including elections pursuant to these Deed Restrictions.

Section 6. Rights and Powers. The Julianne Meadows Property Owners' Association shall have all of the rights and powers assigned to a property Declarant' association by the laws of the State of Texas, including, but not limited to, those powers set out in Section 204.010 of the Texas Property Code, and as it may be amended, from time to time.

Section 7. Non-profit Corporation. The Julianne Meadows Property Owners' Association is a not-for-profit organization and may, on the positive vote of a majority of the members of the Executive Committee, incorporate as a non-profit corporation under the laws of the State of Texas. Any by-laws adopted by said corporation are incorporated herein and are a part of these restrictions.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or tract of land, 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, and (2) special assessments, 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 successors in title unless expressly assumed by such successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used toward the common good of the community, including, but not limited to the following:

- (1) to improve and maintain the portions of the property not privately owned, including any utility easement roadway in the subdivision, any common fences or subdivision signs, the detention pond, and the lift station;
- (2) to enforce the Deed Restrictions on the use of the property; and
- (3) to do any other thing necessary or desirable, and of general benefit to the owners of the property, to maintain or improve the value of the property.

Section 3. Annual Assessment. The Executive Committee has the authority to make annual assessments against each of the owners for the purposes herein stated. Initially the

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annual assessment shall be THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per year per lot, which amount shall be prorated from January 1 of the year of sale of the lot to the date of closing of said lot. The annual assessment may be increased each year by the Executive Committee by not more than ten percent (10%) above the annual assessment for the previous year. The annual assessment can only be increased by more than ten percent (10%) above the annual assessment for the previous year by the assent of fifty-one percent (51%) of the votes of the members of the Association. Said annual assessment shall be due and payable on or before January 1, 2001, and on or before January 1 of every successive year thereafter. Said assessment will be delinquent if not paid by January 31 of the year it is due and shall accrue interest at the rate of twelve percent (12 %) per year.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Executive Committee may levy, in any annual 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 areas of the subdivision, including lift station, detention pond, roadways, fixtures and personal property related thereto, provided that any such special assessment shall have the assent of fifty-one percent of the votes of the members of the Association.

Section 5. Other assessments. The Executive Committee can make other assessments against any lot owner who does not keep their lot clear of weeds and debris. Such additional Assessment shall be no more than the cost incurred by the Executive Committee, plus twenty-five percent (25 %), for having the said lot or lots cleared of weeds and debris. The Executive Committee shall give the lot owner fifteen (15) days' notice at said lot owner's last known address prior to having the lot cleared of debris.

Section 6. Notice and 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 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent of all the votes of the members of the Association 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at proportionately uniform rates for all Class "A" lots. Annual assessments are collected on an annual basis only. Special assessments may be collected on an equal monthly basis. A Class "A" lot shall refer to and mean each property owner other than Declarant. All lots owned by Declarant shall be deemed Class "B" lots. Declarant shall not be subject to

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Annual, Special or Other Assessments. The Executive Committee shall fix the amount of the annual assessment against each lot and tract of land 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 via regular mail. 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 or tract of land have been paid.

Section 8. Effect of Non-Payment of Assessment; Remedies of the Association. Any annual, special assessment or other assessment, other fees which may come due under these restrictions not paid within thirty (30) days after the due date shall be considered delinquent. The assessment shall bear interest from the due date at the rate of twelve percent (12 %) per year. If any assessment is not paid within thirty (30) days of the due date, the Association may assess a late fee charge of Twenty-five Dollars (\$25.00) for each month the assessment remains in arrears as an expense incurred for special handling. Additionally, the Executive Committee may assess a reasonable charge for each returned check, in addition to other late charges, if applicable.

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 for herein by non-use of any common area or abandonment of owner's lot or tract of land. All interest costs, collection costs and reasonable attorney's fees of any action taken by the Association to collect such assessment shall be added to the amount of such assessments, and shall be the obligation of the owner. All liens shall be enforceable by appropriate legal proceedings in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of thirty (30) days from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Additionally, the Association may file an affidavit of lien with the County Clerk of Harris County, Texas evidencing the lien on the property.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, filed of record in the Real Property Records of Harris County, Texas. Sale or transfer of any lot or tract of land shall not affect the assessment lien. However, the sale or transfer of any lot or tract of land pursuant to 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 or tract of land from liability for any assessments thereafter becoming due or from the lien thereof. No sale or transfer shall relieve the owner of the lot or tract of land at the time of the assessment from personal liability for the assessment.

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ARTICLE IV

Restrictive Covenants

The owners of the Property in JULIANNE MEADOWS hereby establish, adopt and promulgate the following Restrictive covenants which shall be applicable to every lot within JULIANNE MEADOWS, as legally described above:

1. Each lot shall be used for single-family residence purposes only, and no such residence may be constructed on less than one full lot. Not more than one such residence may be erected on any one lot.
2. Mobile homes, modular homes, house trailers, and semi-permanent buildings are not allowed on any lot for any reason.
3. No building shall be erected, altered or permitted to remain on any lot, other than one detached single-family residential dwelling not to exceed two (2) stories in height, a private garage for not more than four (4) cars and not less than two (2) cars and not to exceed the height of the main residential building, and any other building which has first been approved in writing by the Architectural Review Committee. Each residence structure must have a private garage for not less than two (2) cars.
4. No building, structure, improvements to the exterior of any building or lot, fences, walls, or other exterior modifications to any lot or to any improvement on the lot shall be commenced, erected, constructed, or placed, until the construction plans and specifications, including the location, finish grade elevation, materials, and external design, (hereinafter referred to as the "plans and specifications"), have been submitted to and approved in writing by a majority of the Architectural Review Committee members. The Architectural Review Committee shall review the plans and specifications with regard to these restrictions, the quality of workmanship and materials, the harmony of the external design with the existing structures both on the lot and in JULIANNE MEADOWS, and location with respect to topography and finish grade elevation. The Architectural Review Committee must provide a written response, either approving or disapproving of the proposed construction, within 45 days from the date the complete plans and specifications are submitted.
5. The living area of the main residential structure, excluding porches, the garage, and any space not cooled or heated, shall be not less than 2000 square feet for a one-story structure, or not less than 2700 square feet for a two-story structure.
6. The exterior surface of each residence shall be at least fifty-one percent (51%) brick, stone, stucco, or brick veneer. The balance of the exterior surface of each

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residence shall be wood, aluminum siding, or concrete-type siding (such as Hardi-Plank). All wood surfaces shall be coated with at least two (2) coats of paint. Other materials may be used if they are of similar type quality, provided that the Architectural Review Committee first approves the use of such materials in writing.

7. No building or other structure, including fences, shall be located on any lot forward of the building line measured from the property line fronting Rosemary Lane, as shown on the recorded plat. The building line is fifty (50) feet for all lots except Lots Eight (8) and Nine (9), which have a thirty (30) foot building line around the cul-de-sac at the South end of Rosemary Lane. Each building shall face the front line of said lot, which is defined as the portion of the lot adjacent to Rosemary Lane. No building or other structure shall be located nearer than ten (10) feet to any side or rear lot line. The south side building line for Lot Eight (8) is twelve (12) feet, due to the detention pond access road and utility easement. No building, structure or fence shall be located on or across the detention pond access road or utility easement on Lots Eight (8) or Nine (9).
8. No construction or erection of any other building or structure shall be commenced on any lot prior to the completion of the main residential building and garage. No temporary structures are permitted.
9. All construction of any type shall be completed within eight (8) months from commencement.
10. Driveways connecting any lot onto Rosemary Lane must have a culvert of not less than eighteen (18) inches in diameter installed in the ditch parallel to Rosemary Lane. All culverts must be the size specified on the Julianne Meadows Subdivision infrastructure plan as approved by Harris County Public Infrastructure Department. The owner of the lot shall keep the culvert clear of debris and in good repair to permit the free flow of water through the ditch.
11. Each owner shall install a septic system, as approved and recommended by the Texas State Board of Health, prior to the occupancy of any residence on the lot. All septic systems must be maintained as approved and recommended by the Texas State Board of Health. No surface toilets are permitted on any lot, except during construction of the main residential structure. No septic system shall drain into any open ditch or other excavation.
12. No barbed wire fencing shall be erected on any lot. The barbed wire fencing across the back property line of each lot may not be removed unless it is replaced by another type of fencing which can keep neighboring livestock contained.

13. No commercial business activity shall be carried on upon the property or common areas. No activity shall be carried on upon the property or the common areas which might reasonably be considered as giving annoyance to the neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a single family residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. No noxious or offensive trade or activity shall be permitted on any part of any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Any violation of any county, state or federal law or regulation shall also be considered to be a violation of these restrictions.
14. Each owner and occupant of a lot shall keep the lot, the exterior to any improvements to the lot, the drainage ditch, and the street adjoining the lot in a sanitary, healthful and attractive condition, clean and free of weeds, rubbish, garbage or trash of any kind. All grass shall be kept cut.
15. No inoperable motor vehicles, junk, or other machinery shall be permitted on any lot, unless screened from public view by a garage or permanent fence. No vehicles of any sort, whether licensed or insured, may be parked, stored or repaired on the street for a period exceeding twenty-four (24) hours. No running of diesel engines for a period longer than two (2) hours is permitted.
16. Boats, trailers, and motor-homes shall not be parked at any point to the front of the residential structure.
17. Any clothes drying line shall be located to the rear of the residence and no closer than ten (10) feet to the exterior boundary line of the lot.
18. No sign, advertisement, or billboard of any kind shall be permitted, except for one sign identifying the owner of the property, or advertising the property for sale, for rent or for lease. No sign shall be permitted of a size in excess of six square feet. The subdivision sign is not subject to these restrictions.
19. No livestock of any kind shall ever be staked or pastured, and no cattle, horses, hogs, rabbits, poultry or other livestock, or any exotic pets shall ever be kept or maintained upon any lot except for dogs, cats and other bona fide household pets which have been properly registered in compliance with Harris County laws and ordinances and which do not make objectionable noise or constitute a nuisance, health or safety hazard, danger or inconvenience to any owner of any other lots. No exotic pets of any sort shall be allowed, without express prior approval of the Architectural Committee. Notwithstanding the foregoing, no raising, breeding, training, boarding or dealing in dogs, cats, poultry or other animals shall ever be permitted on or from any lot.

20. Dog owners shall not permit their dogs to run free except inside a fenced area constructed on the lot. The owner of any dog found not so restrained shall be considered to be in violation of these restrictions. Any dog not so restrained is subject to capture by any lot owner and detention by local or county animal control authorities.
21. No firearms may be discharged on any lot.
22. Water well storage tanks and pumps must be enclosed by a permanent structure or located inside a garage.
23. In order to preserve Rosemary Lane:
 - a) Driveway culverts must be set and filled to the level of Rosemary Lane before any construction begins, including septic system and well.
 - b) Concrete trucks shall be limited to eight (8) yards maximum load each trip.
 - c) All construction material, including concrete, bricks, sheetrock, lumber, roofing, siding, etc., must be delivered to the construction site via the driveway culverts. No cutting through ditches shall be allowed.
 - d) Roadway or drainage ditch damage incurred to Rosemary Lane due to the violation of any of these three rules will result in the property owner being assessed the cost of road repair plus a penalty of twenty percent (20%).

ARTICLE V

Enforcement of Restrictive Covenants

Section 1. Duration. These Restrictive Covenants shall run with and bind the land, and any owner thereof, and shall continue for a term of twenty-five (25) years from the date of the last signature hereon, and then shall automatically extend for successive periods of ten (10) years each. These Restrictive Covenants may be amended from time to time by an instrument recorded in the Real Property Records of Harris County, Texas and signed by not less than seventy-five per cent of the then owners of the lots herein.

Section 2. Enforcement. The Association and/or any owner or owners shall have the right to enforce these Restrictions against any other owner or occupant of any lot, by any proceeding at law or in equity, including but not limited to injunctive relief, damages including attorney's fees, costs and expenses, fines or any other penalties permitted by law.

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Section 3. Validity. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect.

The undersigned certifies that as of the effective date hereof, there are sixteen lots or tracts of land which are a part of JULIANNE MEADOWS.

EFFECTIVE this the _____ day of _____, 2000.

APPROVED and ADOPTED by SEALE REALTY CORPORATION, a Texas corporation, being the sole owner of all Lots:

BY: _____
ROBERT E. SEALE, President

SIGNED and sworn to before me this the _____ day of _____, 2000.

Notary Public, State of Texas

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