



The State of Texas
Secretary of State

JULY 20, 1984

ROSE E RYMAN ZPATTI PRATT
8800 WEST LOOP SOUTH
BELLAIRE, TX. 77401

RE: THE VICKSBURG COMMUNITY ASSOCIATION, INC.
CHARTER NUMBER 713394-1

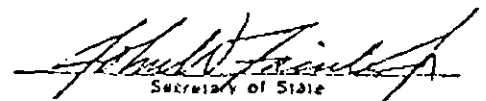
IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,


Secretary of State

ARTICLES OF INCORPORATION
OF
THE VICKSBURG COMMUNITY ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

MAR 20 1984

Clerk: A
Corporations Section

We, the undersigned, natural persons of the age of eighteen (18) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is The Vicksburg Community Association, Inc. (hereinafter referred to as the "Corporation").

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

The post office address of the initial registered office of the Corporation is Suite 400, 6800 West Loop South, Bellaire, Texas 77401, and the name of its initial registered agent at such address is Richard L. Rose.

ARTICLE FIVE

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the protection, maintenance, preservation and architectural control of the properties described on Exhibit "A" attached hereto and known as Vicksburg, a community in Fort Bend County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of the Corporation, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto, and, for these purposes, to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the property above

described and recorded or to be recorded in the Office of the County Clerk of Fort Bend County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) Fix, levy, collect and enforce payment of, by any lawful means, all charges and assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and governmental charges levied or imposed against the property of the Corporation;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (d) Borrow money, and with the assent of two-thirds of each class of "Members" (as that term is defined in the Declaration) of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Upon approval by two-thirds of each class of Members, dedicate, sell or transfer all or any part of the Corporation's property to any public agency or authority for such purposes and subject to such conditions as may be approved by such two-thirds of each class of Members. Nothing contained herein shall be construed to limit the right of the Corporation to grant or dedicate easements in portions of its properties to public or private utility companies.
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation (except as otherwise provided in the Declaration) shall have the assent of two-thirds of each class of Members; and
- (g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE SIX

The record owner, whether one or more persons or entities, of the fee simple title to any portion of the property subject to the Declaration, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest or a royalty interest, shall be a Member of the Association (such persons or entities being hereinafter referred to as an "Owner").

ARTICLE SEVEN

The Corporation shall initially have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Class B members and shall be entitled to one vote for each Residential Unit (as defined in the Declaration) for which they are the Owner. When more than one person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advice, the vote for such Residential Unit shall be suspended in the event more than one person seeks to exercise it.

Any Owner of a Residential Unit which is leased may assign the voting right appurtenant to such Residential Unit to the lease thereof, and said lessee shall be entitled to exercise said voting right upon furnishing the Secretary of the Board of Directors with a copy of such written assignment. Owners of Tracts (as defined in the Declaration) shall be entitled to one vote for each seven thousand five hundred (7500) square feet of land contained within such Tract. In the case said formula results in a fraction of a vote, said fraction shall be rounded up to one or down to zero, whichever number is closer. When more than one person holds such interest in any Tract, the vote for such Tract shall be exercised as they among themselves determine, and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advice, the vote(s) for such Tract shall be suspended in the event more than one person seeks to exercise it.

- (b) CLASS B. Class B Members shall be each Declarant (as defined in the Declaration) and any successors or assigns of either Declarant who becomes an Owner for the purpose of developing and selling the property owned by said Owner in the Properties. Each Declarant shall be entitled to three (3) votes for each Residential Unit (as defined in the Declaration) for which such Declarant is the Owner, and shall be entitled to three (3) votes for each seven thousand five hundred (7500) square feet of land contained within any Tract (as defined in the Declaration) for which such Declarant is the Owner.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, (ii) on December 31, 2010; or (iii) when both Declarants record an instrument to such effect in the County Clerk Official Records of Fort Bend County, Texas.

ARTICLE EIGHT

The affairs of the Corporation shall be managed by a Board of five (5) Directors, who need not be members of the Corporation so long as a Class "B" membership exists. The number of Directors may be changed by amendment of the By-Laws of the Corporation. The names and addresses of the persons who are to act in the capacity of Directors until the first annual meeting or until the election of their successors are:

- (1) Robert A. Moorman
6750 West Loop South, Suite 700
Bellaire, Texas 77401
- (2) C. Robert Woolsey
6750 West Loop South, Suite 700
Bellaire, Texas 77401
- (3) C. W. Kahlden
6750 West Loop South, Suite 700
Bellaire, Texas 77401
- (4) Mary Kay DeBruyn
6750 West Loop South, Suite 700
Bellaire, Texas 77401
- (5) Lori King
6750 West Loop South, Suite 700
Bellaire, Texas 77401

At the first annual meeting the members shall elect three (3) Directors for a term of one year and two (2) Directors for a term of two years; and at each annual meeting thereafter the members shall elect the number of Directors equal to the number of Directors whose terms expire at such time for a term of two years.

ARTICLE NINE

The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of each class of Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which, this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

BY-LAWS
OF
THE VICKSBURG COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is The Vicksburg Community Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at Suite 210, 6671 Southwest Freeway, Houston, Texas 77074, but meetings of members and directors may be held at such places within the State of Texas, Counties of Harris or Fort Bend, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning given to such terms in that certain Declaration of Covenants, Conditions and Restrictions applicable to the properties within the jurisdiction of the Association (the "Declaration"), and recorded or to be recorded in the Office of the County Clerk of Fort Bend County, Texas, and as the same may be amended from time to time as therein provided.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by any two (2) directors of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Notwithstanding the foregoing to the contrary, no notice of annual or regular meetings shall be required.

Section 4. Quorum. At the first meeting of Members, the presence of Members or of proxies of Members entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. 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 (½) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least ten (10) days prior to the meeting for which they are effective. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her property.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association so long as a Class "B" membership in

the Association exists. The number of directors may be changed by amendment of these By-Laws.

Section 2. Term of Office. At the first annual meeting the Members shall elect three directors for a term of one year and two directors for a term of two years; and at each annual meeting thereafter the Members shall elect the number of directors equal to the number of directors whose terms expire at such time for a term of two years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining directors of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment

shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after no less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and recreational facilities

located thereupon, and the personal conduct of the Members or their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association in excess of thirty (30) days. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as the Board of Directors deems necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the assessments against each Residential Unit and/or Tract as set forth in the Declaration;

(2) send written notice of each assessment to every Owner subject thereto as set forth in the Declaration; and

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained as set forth in the Declaration; and

(h) perform the other duties of the Association set forth in the Declaration.

Section 3. Management. The Board of Directors may employ a professional management company to perform the administrative functions of the Board of Directors on behalf of the Association, at the expense of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and

a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if requested by the Board, shall cause an audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors

may appoint other committees as it deems appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest as provided above, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area or abandonment of his property.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Vicksburg Community Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except as long as there is a Class B membership, amendment of these By-Laws will require the prior approval of the Federal Housing Administration or the Veterans Administration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

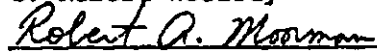
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands this 16TH day of April, 1984.



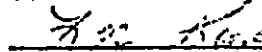
C. Robert Woolsey




Robert A. Moorman



C. W. Kahlden



Lori King



Mary Kay DeBruyn

First Amendment to the By-Laws of the
Vicksburg Community Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, it is desired to amend the By-Laws of the Vicksburg Community Association, Inc. to change the current proxy voting requirements which read:

Article III, Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least ten (10) days prior to the meeting for which they are effective. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her property.

WHEREAS, the By-Laws may be amended in accordance with Article XIII, Section 1 of the By-Laws by a majority vote at a regular or special meeting of the members at which a quorum is present in person or by proxy, and

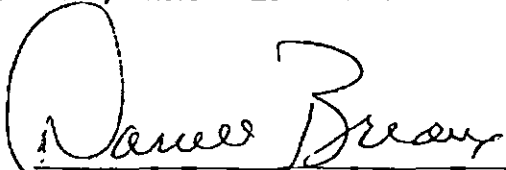
WHEREAS, a meeting of the members was duly called in accordance with Article III of the By-Laws and held on July 25, 1996, and

WHEREAS, a quorum of members was present at such meeting and a majority of the members present or represented by proxy voted for amending the By-Laws to revise Article III, Section 5;

NOW THEREFORE, effective July 26, 1996, Article III, Section 5 of the By-Laws is hereby amended to read

Article III, Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least three (3) days prior to the meeting for which they are effective. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her property.

IN WITNESS WHEREOF, this First Amendment to the By-Laws of the Vicksburg Community Association, Inc. is executed on this 16th day of September, 1996.



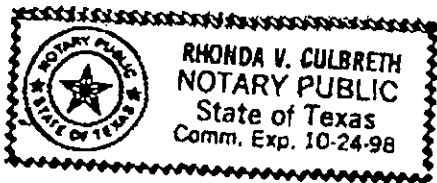
Darrell Breaux
President

Attest: Betty Lawless
Betty Lawless
Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Breaux, President of the Vicksburg Community Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of September, 1996.



Rhonda V. Culbreth
Rhonda V. Culbreth
Notary Public for the state of TEXAS
My Commission Expires: 10/24/98

rat-C:960830A

VICKSBURG

**VILLAGE OF CUMBERLAND
& VILLAGE OF SHILOH**

**CONSOLIDATION OF
DEDICATORY INSTRUMENTS
AND DECLARATION**

99(3)

**CONSOLIDATION OF DEDICATORY INSTRUMENTS AND
DECLARATION FOR THE
VICKSBURG COMMUNITY ASSOCIATION, INC.**

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**CONSOLIDATION OF DEDICATORY INSTRUMENTS AND
DECLARATION FOR THE
VICKSBURG COMMUNITY ASSOCIATION, INC.**

(THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VICKSBURG; SECOND AMENDMENT TO SUPPLEMENTAL
AMENDMENT FOR VILLAGE OF CUMBERLAND; AND THIRD AMENDMENT TO
SUPPLEMENTAL AMENDMENT FOR VILLAGE OF SHILOH, SECTION ONE)

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

THAT, WHEREAS heretofore, the following instruments have provided the regulatory scheme for the Vicksburg Community:

- 1) Declaration of Covenants, Conditions and Restrictions for Vicksburg, executed on May 23, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 6, 1984, under Volume 1478, Page 488;
- 2) First Amendment to Declaration of Covenants, Conditions and Restrictions for Vicksburg, executed on May 30, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 10, 1986, under Volume 1856, Page 481;
- 3) Village of Cumberland, Section One, Supplemental Amendment, executed on May 23, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 23, 1984, under Volume 1487, Page 676;
- 4) First Amendment to Village of Cumberland, Section One, Supplemental Amendment, executed on June 9, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 10, 1986, under Volume 1856, Page 506;
- 5) Supplemental Amendment, Vicksburg, Village of Shiloh, Section One, executed on June 25, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 23, 1984, under Volume 1488, Page 428;
- 6) First Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One, executed on May 30, 1986, filed and recorded in the office of the Fort Bend County

Clerk, June 10, 1986, under Volume 1856, Page 497; and

7) Second Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One, executed on May 27, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 11, 1986, under Volume 1856, Page 1084; and

8) Second Amendment to Declaration of Covenant, Conditions and Restrictions for Vicksburg, executed February 10, 1995, filed and recorded in the office of the Fort Bend County Clerk, February 10, 1995, under Clerk's File No. 9508265; and

WHEREAS, the Vicksburg Community Association, Inc., desires to consolidate the above documents in order to achieve one document controlling the entire Vicksburg Community; and

WHEREAS, the Vicksburg Community Association, Inc., desires to amend the number of unit owners necessary to amend this declaration from the current signature of two thirds (2/3 rds) of the members to the vote of fifty-one percent (51%) of the members attending a meeting requiring a quorum of fifty-one percent (51%) of the members; and

WHEREAS, there are no longer any Class "B" members in the Vicksburg Community Association, Inc.; and

WHEREAS, the amendment consolidating the existing dedicatory instruments has been voted upon by the members of the Vicksburg Community Association, Inc., and has been approved by a vote in favor of such amendment in excess of 2/3rds of the owners of the Lots in the Subdivisions;

NOW THEREFORE, pursuant to the above recitals, the members of the Vicksburg Community Association, Inc., hereby amend by deleting in their entirety, the provisions of the: Declaration of Covenants, Conditions and Restrictions for Vicksburg; First Amendment to Declaration of Covenants, Conditions and Restrictions for Vicksburg; Village of Cumberland, Section One, Supplemental Amendment; First Amendment to Village of Cumberland, Section One, Supplemental Amendment; Supplemental Amendment, Vicksburg, Village of Shiloh, Section One; First Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One; Second Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One; and Second Amendment to Declaration of Covenant, Conditions and Restrictions for Vicksburg; and adopting, establishing and imposing upon all the Lots described therein and in this instrument, and declaring

the following reservations, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land, shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supersede and be controlling over any previously executed and recorded restrictions, covenants and conditions:

ARTICLE I: APPLICABILITY

All of the property described as: Vicksburg, Village of Cumberland, a subdivision of land in Fort Bend County, Texas, as shown on a map or plat thereof recorded under Slide Nos. 644B, 645A and 645B in the Map Records of Fort Bend County, Texas; all of Vicksburg, Village of Shiloh, Section I, a subdivision of land in Fort Bend County, Texas, as shown on a map or plat thereof recorded under Slide Nos. 624A and 624B in the Map Records of Fort Bend County, Texas; and any other land, lot or lots that have been or are annexed into the jurisdiction of the Vicksburg Community Association, Inc., as provided herein, shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth herein; which shall run with the land and be binding on all parties having rights, title, or interest in said Property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE II: DEFINITIONS

The Following words, when used in this Declaration shall have the following meaning:

Section 1. *"Architectural Control Committee"* shall mean and refer to Vicksburg, Village of Cumberland, Architectural Control Committee, and Vicksburg, Village of Shiloh, Section I, Architectural Control Committee provided for in Article VII hereof,

Section 2. *"Association"* shall mean and refer to the Vicksburg Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 3. *"Builder"* shall mean and refer to any person or entity undertaking the

construction of a residence on a Lot for profit, for the purpose of selling same to resident thereof.

Section 4. ***"Common Area"*** shall mean and refer to any properties real or personal, owned or used by the Association for the common use and enjoyment of Members of the Association, including but not limited to all esplanades, greenbelts, waterways, entryways, recreational reserves and landscape reserves shown on the Subdivision Plats or otherwise within or adjacent to the Properties, whether such areas are owned by the Association or not.

Section 5. ***"Corner Lot"*** shall mean and refer to a Lot which abuts on more than one Street.

Section 6. ***"Declarant"*** shall mean and refer to Lexington Development Company, a Texas limited partnership, and General Homes Corporation, a Texas corporation.

Section 7. ***"FHA"*** shall refer to the Federal Housing Administration.

Section 8. ***"Lot"*** and/or ***"Lots"*** shall mean and refer to any plot of land as described above or as described in any replat thereof, (excluding all reserve tracts shown on a subdivision Plat, but including lots hereafter created by a replat of any reserve tracts) and all plats or lots annexed.

Section 9. ***"Member"*** shall refer to every person or entity which is an owner.

Section 10. ***"Neighborhood"*** shall mean and refer to a residential area within the Properties composed of similar types of Residential Units, i. e. all townhomes, all condominiums, all single family detached homes, or all apartments.

Section 11. ***"Owner"*** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

Section 12. ***"Properties"*** shall mean and refer to the real property currently within the jurisdiction of the Association, including property identified as Vicksburg, Village of Cumberland; Vicksburg, Village of Shiloh, Section 1, and additional lands that may be added to the jurisdiction of the Association as provided herein.

Section 13. ***"Residential Unit"*** shall mean and refer to any single family home, apartment unit, townhome or condominium unit intended for residential purposes, contained within the Properties.

Section 14. *"Street"* shall refer to any street, drive, boulevard, road, alley, lane, avenue, or through fare as shown on a subdivision Plat, or dedicated to the public or County of Fort Bend by separate instrument.

Section 15. *"Subdivision"* shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 16. *"Subdivision Plat"* shall mean and refer to the recorded maps or plats of the Subdivisions.

Section 17. *"Tract"* shall mean and refer to any tract of land contained within the Properties other than Common Area and Lots.

Section 18. *"VA"* shall refer to the Veterans Administration.

ARTICLE III: THE VICKSBURG COMMUNITY

Section 1. **Organization.** Declarants have caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of, and the promotion of the health, safety, and welfare of the Owners.

Section 2. **Board Of Directors.** The Association shall act through a board of five (5) directors (the "Board of Directors"), which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. Each director must be a Member of the Association and must live on a Lot within the Association.

Section 3. **Membership.** Every Owner shall be a Member. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

Section 4. **Voting.** The Association shall have two classes of voting membership:

- (a) **Class A.** Class A members shall be all Owners with the exception of the Class B Members and shall be entitled to one vote for each Residential Unit or in the absence of a Residential Unit, one vote for each Lot for which they are the Owner. When more than one person holds such interest in any Residential Unit or Lot, the vote for such Residential Unit or Lot shall be exercised as they among themselves determine and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advise, the vote for such Residential Unit or Lot shall be suspended in the event more than one person seeks to exercise it. Any owner of a Residential Unit which is leased may assign the voting right appurtenant to such Residential Unit to the lessee thereof, and said lessee shall be entitled to exercise said voting right upon furnishing the Secretary of the Board of Directors with a copy of such written assignment. Owners of Tracts shall be entitled to one vote, for each seven thousand five hundred (7500) square feet of land contained within such Tract. In the case said formula results in a fraction of a vote, said fraction shall be rounded up to one or down to zero, whichever number is closer. When more than one person holds such interest in any Tract, the vote for such Tract shall be exercised as they among themselves determine, and advise the Secretary of the Board of Directors prior to any meeting. In absence of such advise, the vote(s) for such Tract shall be suspended in the event more than one person seeks to exercise it.

- (b) Class B. Class B Members shall be each Declarant and any successors or assigns of either Declarant who becomes an Owner for the purposes of developing and selling the property owned by said Owner in properties. Each Declarant shall be entitled to three (3) votes for each Lot for which such Declarant is the Owner, and shall be entitled to three (3) votes for each seven thousand five hundred (7500) square feet of land contained within any Tract for which such Declarant is the Owner.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events (i) when the total votes in the Class A membership equal the total votes in the Class B membership, (ii) on December 31, 2010; or (iii) when both Declarants record an instrument to such effect in the County Clerk Official Records of Fort Bend County, Texas.

Section 5. Neighborhood Committees. The Board of Directors may establish committees for each Neighborhood, such as a finance committee, rules and regulations committee, etc. The Board of Directors shall make the services of the management company employed by the Association, if any, available to such committees, and shall treat each Neighborhood fairly.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For Assessments. The Declarants hereby covenant, and each Owner by acceptance of a deed of any portion of the Properties, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the association the following:

- (a) General assessments of changes. The general assessments or charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners in the Properties and for the improvement

and maintenance of the Common Area. Without limiting the foregoing, the total general assessments or charges accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of, but not limited to, the following purposes: lighting, improving and maintaining streets, road and subdivision entryway signs, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with enforcement of this Declaration, employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit to the Owners and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein.

(b) Special assessments for capital improvements. 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, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3 rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Neighborhood assessments. Neighborhood assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners within a given Neighborhood. The Board of Directors is hereby empowered to establish a Neighborhood assessment for any Neighborhood composed entirely of

Lots, which assessment shall be equal to \$1.00 per Lot per calendar month. Any Neighborhood assessment in excess of \$1.00 per Lot per calendar month can only be levied by the Association if a majority of the Class "A" membership and a majority of the Class "B" membership in such Neighborhood request such an assessment by the Association in writing. Neighborhood assessments can only be assessed or levied against the property within such Neighborhood, and all expenses of the Association incurred in connection with such assessment shall be paid out of the proceeds of such Neighborhood assessment.

The assessments and charges described in paragraphs a, b, and c above, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular property at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

The assessments authorized hereby shall be allocated equally among each Residential Unit and each seven thousand five hundred (7500) square feet of land contained in each Tract. In the case said formula results in a fraction, said fraction shall be rounded up to one or down to zero, whichever number is closer.

The judgment of the Board of Directors of the Association in establishing general assessments, special assessments, neighborhood assessments (subject to compliance with the terms hereof) and other charges and in the expenditure of said funds shall be final and conclusive.

Section 2. Assessments On Property Owned By Declarant And Builders. Property owned by either Declarant or Builders within the Properties shall be subject to the obligation of payment of the assessments provided for herein at a rate of fifty percent (50%) of the amount assessed against property within the Properties owned by Class "A" Members. Declarants covenant that so long as a Class "B" membership exists, and the Declarants are in full control of the Board of Directors through their representatives on the Board, the Declarants shall pay any deficiency in the operating budget of the Association. Each Declarant shall pay a percentage of the above-referenced

deficiency which percentage will be determined by dividing the acreage in the Properties which has been or is being developed by the Declarant, by the total acreage in the Properties.

Section 3. Notice And Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b) above shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies of Members entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4. Date Of Commencement And Determination Of Annual Assessment. The annual assessment provided for herein shall commence as to all of the Properties on a date fixed by the Board of Directors. The first assessment shall commence on the first day of the month following the initial conveyance of Common Area to the Association, or on such later date as the Board of Directors selects. Such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose property is subject to assessment. On or before the 30th day of November in each year thereafter in which the Board of Directors determines an assessment should be levied for the following calendar year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against properties in the next calendar year. Written notice of the figure at which the Board of Directors has set the annual assessments shall be sent to every Owner whose property is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified property have been paid. A properly executed certificate of the Association as to the status of assessments on a particular property is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment Of Assessments; Remedies of the Association.

Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within (30) days after the due date, it shall bear interest at the rate of ten (10%) per annum from the due date, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Board of Directors may suspend the voting rights and right to use of the Common Area of a Member during any period in which such member shall be delinquent in the payment of any assessment levied by the Association in excess of thirty (30) days.

Section 6. Subordination Of The Lien To Mortgages. As herein above provided, the title to each portion of the Properties shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any portion of the Properties shall not affect the lien in favor of the Association provided, however, the sale or transfer of any portion of the Properties pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Properties or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other

mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

Section 7. Exempt Property. All Common Area, all properties dedicated to, and accepted by, a local public authority, and all properties owned by an organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Residential Unit which is used as a residence shall be exempt from said assessments and charges.

Section 8. Maximum Annual Assessments. The amount of all types of assessments imposed under this Article shall not exceed, in any one year, the sum of \$500.00 (the "Maximum Annual Assessment" for each Residential Unit or for each 7,500 feet within a Tract rounded up or down as set forth above), without the approval of a majority of the total votes of the Class "A" Members. The Maximum Annual Assessment shall automatically be increased on or about January 1, 1985 and January 1 of each year thereafter to an amount determined by multiplying the \$500.00 Maximum Annual Assessment specified above by a fraction, the denominator of which shall be the Consumer Price Index figure, as hereinafter defined, in effect on May 23, 1984, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the date of such adjustment; provided, however, in no event shall the Maximum Annual Assessment for any year be less than the Maximum Annual Assessment for the immediately preceding year. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, All Items, Houston, Texas (1967 equal 100), or the successor of such index. In the event the Consumer Price Index shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the Consumer Price Index, together with information which will make possible the conversions to the new index in escalating the Maximum Annual Assessments hereunder.

ARTICLE V: PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owner's Easement For Access And Enjoyment. Subject to the provisions herein stated; every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to each portion of the Properties, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Member's use and enjoyment of the Common Area and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds of each class of Members; provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

Section 2. **Delegation Of Use.** Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants, or contract purchasers who reside on the property.

ARTICLE VI: EASEMENTS

Section 1. **General.** Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easement referred to herein shall be liable for any damages, done by them or their assigns, agents, employees or servants to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

Section 2. **Underground Electrical Distribution Systems.** An underground electrical distribution system will be installed within the Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Subdivisions. The owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electrical company's metering on consumer's structure or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/249 volt, three wire, 60 cycle, alternating current.

The provisions of the two preceding paragraphs shall also apply to any future residential development in reserve(s), if any, shown on the Subdivision Plats, as such plats exist at the execution of the Agreement for Underground Electric Service between the electric company and Declarant or thereafter. The provisions of two preceding paragraphs do not apply to any future nonresidential development in such reserve(s). Easements for the underground services may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric services and provides and installs the necessary electric conduit of approved type and size under driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outline above) of the Owner and located on the land covered by said easements.

Section 3. Cable Television. Declarants reserve the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies. All income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements(s) shall belong to and be paid to the Association. All of Declarants' rights under this Section 3 to enter into agreements(s) for cable television services shall automatically and immediately transfer to the Association at such time as there ceases to be a Class B membership in the Association, as determined by Section 4 of Article III hereof.

Section 4. Officers And Directors. The Association shall indemnify every officer and director against any loss or damage, including a reasonable amount for attorney's fees, and court costs incurred by such officer or director in connection with any action or suit involving a claim against such director or officer arising out of such person having been an officer or director, unless said officer or director is found by a court of competent jurisdiction to have acted in bad faith in the performance or attempted performance of his or her duties. The Association shall maintain adequate officers' and directors' liability insurance to fund this obligation.

ARTICLE VII: ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (landscaping defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth; i.e. bark, mulch, etc."), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alternation, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditament until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, 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 by the Architectural Control Committee of Vicksburg, Village of Cumberland, Subdivision or the Architectural Control Committee of Vicksburg, Village of Shiloh, Section One, Subdivision. A copy of the construction plans and specifications and a plot plan, 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. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. 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 approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers and bricks without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet.

Section 2. Committee Membership. The Architectural Control Committee members for the Village of Cumberland shall be initially composed of Wayne C. Meyer, Matthew B. Fentress, and C. Robert Woolsey. The Architectural Control Committee members for the Village of Shiloh,

Section One shall be initially composed of Teresa M. Buses, Kenneth Belanger, and Nancy K. Dawson. The Architectural Control Committee members may, by majority vote, designate a representative to act for them. Declarant hereby retains its rights to assign those duties, powers and responsibilities of the Architectural Control Committee to the Vicksburg Community Association when one hundred percent (100%) of all lots and all subsequent sections of Vicksburg are occupied by residents, and term "Architectural Control Committee" shall include the Association, as such assignee. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or restore to it any of its powers and duties. The address of the committee for the Village of Cumberland is, 6671 Southwest Freeway, Suite 210, Houston, Texas 77074. The address of the committee for the Village of Shiloh, Section One is, 7322 Southwest Freeway, Suite 1820, Houston, Texas 77074. No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and 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 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and the powers of the Architectural Control Committee and of the designated representative shall cease on June 9, 1996. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1994, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Vicksburg Community Association

may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. **Variances.** Articles VIII and IX of this Declaration contain a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owners of the Lot(s) relative to which such variance has been requested describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans, and specifications applicable to an approved carport) and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). 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 to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control

Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE VIII: ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. Those lots shown on the plat of *VICKSBURG, VILLAGE OF CUMBERLAND*, are restricted as follows: Only one detached single family residence not more than 3 stories in height shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) or three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no structure, except for those provided in Section 5 below, shall be moved from another location onto any Lot. All residence must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Those lots shown on the plat of *VICKSBURG, VILLAGE OF SHILOH*, Section I, are restricted as follows: No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a plotted lot shall have an attached or detached garage or carport for a minimum of two (2) cars, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage) and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided.

Section 2. Living Area Requirements. Those lots shown on the plat of *VICKSBURG, VILLAGE OF CUMBERLAND*, are restricted as follows: The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than one thousand square (1,000) square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open porches and garages, shall contain not less than seven hundred (700) square feet, and the total floor area of any such single family dwelling, shall contain not less than one thousand square (1,000) square feet. Those lots shown on the plat of *VICKSBURG, VILLAGE OF SHILOH*, Section I, are restricted to a dwelling with a minimum of Twelve Hundred (1200) square feet or livable area, exclusive of open porches and gates or carports.

Section 3. Location of residence on Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback lines shown on the recorded Subdivision Plat or Replat; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. No building shall be located on any utility easement. The main residential structure shall not be located on any lot nearer than fifteen (15) feet from the rear property line. Subject to Section 14 below, no part of any house, building, carport or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot, however, a residence may be located not less than three (3) feet from an interior Lot line provided that the construction of a residence on the adjacent Lot is complete and such residence is no closer than seven (7) feet to the same interior lot line, and, provided further, an attached or detached garage located more than sixty-five (65) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No residence shall be located nearer than fifteen (15) feet to the rear lot line, but an attached or detached garage may be located no nearer than ten (10) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 4. Type of construction. At least fifty-one percent (51%) of the exterior wall area of all residences below eight (8) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry, masonry veneer or brick veneer unless approved in writing by the Architectural Control Committee. Each main residence building shall face the front building line.

Section 5. Temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any purpose, with the exception of lawn storage or children's playhouses provided such lawn storage and children's playhouses have the consent of the Architectural Control Committee; provided, however, the Declarant may permit temporary toilet

facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage.

Section 6. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street right of way, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

Section 7. Roof Material. The roof of any home constructed on a Lot shall be constructed or covered with either (1) wood shingles, or (2) asphalt or composition type singles of 230# or heavier weight with a color that would approximate the color of the weathered cedar shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 8. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval, in writing, of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool if such chain link fence is not visible from any street.

Section 9. Grass, Shrubbery, Fences, Storage and Laundry. The Owner of each Lot used as a residence shall solid sod with grass the area between the front fence and the front of his residence and the curb line of the abutting Street and the side yard of such Lot from the side fence out to the curb on all corner Lots. Dead or damaged trees, which might create a hazard to property or to persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees. Vacant

Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Declarant or Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment and shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage or materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view, shall construct and maintain a drying yard or other suitable enclosure (with written Architectural Control Committee approval) to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family.

Section 10. Traffic Sight Areas. No fence, wall, hedge, shrub planting or thing which obstructs sight lines at elevations between two (2) and eight (8) feet above the Street within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines extension thereof, shall be placed, planted or permitted to remain on any corner Lots.

Section 11. Maximum Height of Antenna. No radio or television aerial wires, radio, or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off the Lot shall be maintained on any portion of any Lot unless such

satellite dish is adequately screened from view. All screened enclosures must have prior approval from the Architectural Control Committee.

Section 12. FHA Screening Fences. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA, shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 13. Minimum Lot Sizes in Relation to Residence. Any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements permitted herein; provided however, no residence shall be erected on any building site having a width at the front of such site less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat or Replat, and no residence shall be erected on any building site having an area less than six thousand (6,000) square feet, unless said building site is a Platted or Replatted Lot.

Section 14. Composite Building Site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot line as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five (55) feet.

In the event an owner of one more Lots consolidates two Lots or less into one composite building site, each composite building site so constituted shall be considered one Lot for purposes of all restrictions, covenants, and conditions imposed against the property, including, but not limited to, maintenance assessments, memberships in the Association and voting rights as set forth in Articles IV and III, respectively. In the event of a consolidation of more than two Lots into one

composite building site, each Lot or portion thereof over two Lots shall be considered as an additional Lot or Lots for purposes of maintenance assessments as set forth in Article IV, but the composite building site shall be considered as one Lot for all other purposes.

Section 15. Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 16. Disposal Units. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

Section 17. Air Conditioners. No window or wall type air conditioners shall be permitted in any residence, but the Architectural Control Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

Section 18. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

Section 19. Bricks. Yellow or orange brick shall not be used on any Lot except where permission is given in writing by the Architectural Control Committee.

Section 20. Stone. Stone used on any Lot shall be native Texas stone and must implement the style of the architecture employed and conform to the color scheme of the immediate neighborhood.

Section 21. Sidewalks and Wheelchair Ramps. Before the dwelling unit is occupied on any Lot, the Lot Owner shall construct a concrete walk four (4) feet in width parallel to the Street curb and two (2) feet from the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots. Wheelchair ramps at all corners shall be constructed in accordance with all local, state and federal guidelines. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and wheelchair ramps.

Section 22. Roof Stacks. All roof stacks and flashing on any Lot must be painted to match the exterior color of the house constructed on such Lot.

Section 23. Decorations. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments unless such specific items have been approved in writing by the Architectural Control Committee.

Section 24. Playground Equipment. All playground equipment on a Lot must receive prior written approval of the Architectural Control Committee and must be placed at the rear of the Lot and must be placed behind a fence if the Lot is fenced.

ARTICLE IX: USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use of any kind shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use to be subordinate or incident to use of the premises of a residence. No structure other than one single family residence, with the exception of lawn storage buildings or children's playhouse approved by the Architectural Control Committee shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision, it being the intention that only new construction shall be placed and erected thereon. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex house, garage apartments or apartment houses or the placement of mobile homes or trailers on the Lots.

Section 2. Permitted Hours for Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

Section 3. Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. In a manner consistent with good housekeeping, the owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

Section 4. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be engaged in on any 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 which may be, or may become, an annoyance or a nuisance to the Neighborhood. This is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 5. Storage of Automobiles, Boats, Trailers, Recreational Vehicle and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle does not exceed either six feet, six inches (6' 6") in height, and or seven feet, six inches (7' 6") in width and or twenty-one feet (21') in length and is concealed from the public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed either six feet, six inches (6' 6") in height, and seven feet, six inches (7' 6") in width and or twenty-one feet (21') in length.

No non-authorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement

approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 6. Building Materials. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the streets. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction is commenced and may be maintained thereof for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 7. Mineral Production. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in the boring for oil or natural gas shall be permitted upon any Lot.

Section 8. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each species of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the pet clean and free of pet debris and odors.

Section 9. Common Area and Greenbelt Fences. No fence shall be erected which faces (i) any portion of the Common Area designated as a "greenbelt area" by the Board of Directors, (ii) any portion of Hillcroft Road, Vicksburg Drive or Senior Road, in their existing or future locations or which would face any of such roads but for the fact a Tract or reserve is located between such road and the Lot, unless the height and composition of such fence has been approved by the Board of Directors. The Association shall have the right to restrict access to such portion of the Common Area (but not such roads) by requiring the installation and maintenance of fencing without gates along such portion of the Common Area.

Section 10. Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Board Directors other than (a) one sign or not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign or not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarants to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards and advertising devices on land they own as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarants and the Association shall have the right to erect and maintain identifying signs at each entrance to the Subdivisions. "Bandit" signs, or signs or approximately four feet by six feet in area which are portable, or easily capable of having wheels attached and/or being removed, shall not be permitted in the Properties without consent of the Board of Directors.

ARTICLE X: TRACTS

Notwithstanding any provision contained in this Declaration to the contrary, the provisions of Articles XIII, IX and XI shall never apply to any Tract. Further, this Declaration may never be amended, modified or construed to impose any architectural or use restriction, limitation, or approval process to any Tract, and this Declaration may never be amended, modified or construed to impose any lien on any Tract other than the lien described in this Declaration. The sole purpose of including Tracts within the Property described herein is to make such Tracts subject to the provisions of this Declaration, and for no other purpose.

ARTICLE XI: ENFORCEMENT

Section 1. Legal Proceedings. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein and either prevent him or them from violating or attempting to violate any such covenant or to recover damages or other dues for such violations. The Association or Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses including attorney's fees, incurred by the Association or Owner in compelling compliance with these Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants, and liens imposed upon any portion of the Properties which by the terms of the instruments creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Repair or Maintenance by Association. In the event of violation by the Owner or occupants of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article VIII and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence and any other improvement located thereon. To the extent necessary to prevent infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The association may enter onto Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement within fifteen (15) days of presentment. The cost of

such work, plus interest thereon at the maximum rate permitted under laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE XII: INSURANCE

Section 1. General Provisions. The Board of Directors shall obtain insurance (the premiums for which shall be a common expense payable from the property assessments) for all insurable improvements on the Common Area, as follows (such insurance shall be in amounts designated by the Board of Directors unless any such amount is specified in this Declaration):

(a) Insurance on all insurable improvements on the Common Area against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event, in an amount not less than the full insurable replacement cost thereof. The full insurable replacement cost of such improvements shall be determined annually by the Board of Directors who may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.

(b) Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Area, and at least one million dollars (\$1,000,000.00) in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the

Association.

(c) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.

(d) All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating.

Section 2. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members of the Association entitled to vote shall decide within sixty (60) days after the casualty, not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; however, that such extension shall not exceed sixty (60) days.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in the event the property shall be restored to its natural state and maintained as undeveloped portion of the Common Area by the Association in a neat and attractive condition.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) 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 a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part.

Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 3. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals male or female; shall in all cases be assumed as though in each case fully expressed.

Section 4. Titles. The title of this Declaration and of the Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

Section 5. Replatting. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivisions and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

Section 6. FHA/VA Approval. As long as there is a Class "B" membership, the annexation of additional properties, mergers and consolidations, the dedication of Common Area, the mortgaging of Common Area, dissolution, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the FHA or the VA.

Section 7. Amendment. The terms and provisions of this Declaration may be amended at any time by a fifty-one percent (51%) majority of the members voting at an annual or special meeting of the Members; provided that before any amendment may be voted upon at any such meeting, there must be a quorum of fifty-one percent (51%), being the presence (in person or by

proxy) of 51% of all Members entitled to cast a vote. Upon the approval of any amendment hereunder, in order to be effective, such amendment must be placed on record in the Real Property Records of Fort Bend, County, Texas.

Section 8. Annexation.

(a) Additional property may be subjected to the provisions of this Declaration and annexed into the jurisdiction of the Association by recorded restrictions only upon the consent of two-thirds (2/3 rds) of the Members of the Association and the approval of the Board of Directors of the Association. In determining whether to approve such annexation, the Board of Directors has unlimited discretionary authority to decide whether the annexation is in the best interests of the Association. Without limiting the foregoing, the Board of Directors also has the specific authority to require that a developer, builder or other party seeking the annexation contribute such money or property to the Association as the Board of Directors, in their sole discretion, deems appropriate to accommodate the added burden on the Association's facilities.

(b) The Owners of land in annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual assessment imposed hereby on a uniform basis, consistent with the provisions of this Declaration.

Section 9. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions, established by the Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3 rds) of each class of Members of the Association.

Section 10. Dissolution. The Association may be dissolved with the assent in writing and signed by no less than two-thirds (2/3 rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV: CONSENTS

This consolidated Declaration is adopted, as provided by the previously controlling Declaration and Supplements, by more than two-thirds (2/3 rds) vote of the Members of the Vicksburg Community Association, Inc., as evidenced by the signatures of the approving lot owners as filed on March 25, 1997, contemporaneously with this Consolidated Declaration and recorded in the Official Public Records of Fort Bend County. The consent of either Declarant, the FHA or the VA is not required in that there no longer exists any Class "B" membership in the Association.

IN WITNESS THEREOF, this Declaration is executed as of the 22nd day of March, 1997.

VICKSBURG COMMUNITY
ASSOCIATION, INC.

BY: 

Darrell Breaux, President

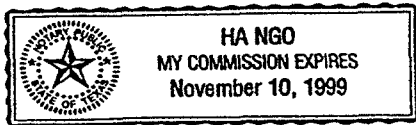
Attest: 

Betty Lawless, Secretary
Vicksburg Community
Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Breaux, President of Vicksburg Community Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 1997.

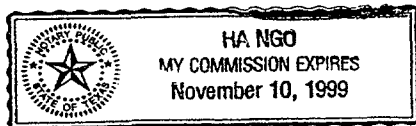


Ha Ngo
Ha Ngo
Notary Public, State of Texas
My commission Expires: 11/10/99

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Betty Lawless, Secretary of Vicksburg Community Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 1997.



Ha Ngo
Ha Ngo
Notary Public, State of Texas
My commission Expires: 11/10/99

Record and return to:

Vicksburg Community Association, Inc.
c/o C.I.A. Services, Inc.
13313 Southwest Freeway, Suite 265
Sugar Land, Texas 77478-3543

**FIRST AMENDMENT TO
CONSOLIDATION OF DEDICATORY INSTRUMENTS AND
DECLARATION FOR THE
VICKSBURG COMMUNITY ASSOCIATION, INC.**

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

THAT, WHEREAS heretofore, the following instruments have provided the regulatory scheme for the Vicksburg Community:

- 1) Declaration of Covenants, Conditions and Restrictions for Vicksburg, executed on May 23, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 6, 1984, under Volume 1478, Page 488;
- 2) First Amendment to Declaration of Covenants, Conditions and Restrictions for Vicksburg, executed on May 30, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 10, 1986, under Volume 1856, Page 481;
- 3) Village of Cumberland, Section One, Supplemental Amendment, executed on May 23, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 23, 1984, under Volume 1487, Page 676;
- 4) First Amendment to Village of Cumberland, Section One, Supplemental Amendment, executed on June 9, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 10, 1986, under Volume 1856, Page 506;
- 5) Supplemental Amendment, Vicksburg, Village of Shiloh, Section One, executed on June 25, 1984, filed and recorded in the office of the Fort Bend County Clerk, July 23, 1984, under Volume 1488, Page 428;
- 6) First Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One, executed on May 30, 1986, filed and recorded in the office of the Fort Bend County Clerk, June 10, 1986, under Volume 1856, Page 497; and
- 7) Second Amendment to Supplemental Amendment Vicksburg, Village of Shiloh, Section One, executed on May 27, 1986, filed and recorded in the office

of the Fort Bend County Clerk, June 11, 1986, under Volume 1856, Page 1084;
and

8) Second Amendment to Declaration of Covenant, Conditions and Restrictions for Vicksburg, executed February 10, 1995, filed and recorded in the office of the Fort Bend County Clerk, February 10, 1995, under Clerk's File No. 9508265; and

9) Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc., executed March 22, 1997, filed and recorded in the office of the Fort Bend County Clerk, March 25, 1997, under Clerk's File No. 9717056; and

WHEREAS, the Vicksburg Community Association, Inc., desires to amend the Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc., executed March 22, 1997, filed and recorded in the office of the Fort Bend County Clerk, March 25, 1997, under Clerk's File No. 9717056; and

WHEREAS, the amendment to the Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc., has been voted upon by the members of the Vicksburg Community Association, Inc., and has been approved by a vote of fifty-one percent (51%) of the members attending a meeting requiring a quorum of fifty-one percent (51%) of the members;

NOW THEREFORE, pursuant to the above recitals, the members of the Vicksburg Community Association, Inc., hereby amend the Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc. as follows:

1. Article VIII, Section 9. of the Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc. currently reads as follows:

Section 9. Grass, Shrubbery, Fences, Storage and Laundry. The Owner of each Lot used as a residence shall solid sod with grass the area between the front fence and the front of his residence and the curb line of the abutting Street and the side yard of such Lot from the side fence out to the curb on all corner Lots. Dead or damaged trees, which might create a hazard to property or to persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the

Association may remove or cause to be removed such trees. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Declarant or Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment and shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage or materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view, shall construct and maintain a drying yard or other suitable enclosure (with written Architectural Control Committee approval) to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family.

Said Article VIII, Section 9. is deleted in its entirety and revised to read as follows:

Section 9. Grass, Shrubberty, Fences, Storage and Laundry. The Owner of each Lot used as a residence shall solid sod with grass the area between the front fence and the front of his residence and the curb line of the abutting Street and the side yard of such Lot from the side fence out to the curb on all corner Lots. Dead or damaged trees, which might create a hazard to property or to persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The

Declarant or Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment and shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage or materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. Notwithstanding the foregoing, the Association may, at its sole discretion, maintain the fences along Hillcroft Street, the fences adjacent to jogging trails, the fences adjacent to walk-through paths connecting to jogging trails and fences adjacent to recreation areas. The Association may, at its sole discretion, also maintain any other fence adjacent to community recreational facilities or boulevards. However, nothing in this section shall require the Association to maintain any fence adjacent to community recreational facilities or boulevards, but the Association has the power to take such action in accordance with this section. For the purpose of this section, maintain shall include the repair, replacement or improvement of a fence. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view, shall construct and maintain a drying yard or other suitable enclosure (with written Architectural Control Committee approval) to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family.

2. Article VIII, Section 12. of the Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc. currently reads as follows:

Section 12. FHA Screening Fences. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA, shall be maintained to form an effective

screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Said Article VIII, Section 12. is deleted in its entirety and revised to read as follows:

Section 12. FHA Screening Fences. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA, shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. Notwithstanding the foregoing, the Association may, at its sole discretion, maintain the fences in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA. However, nothing in this section shall require the Association to maintain any fence in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA, but the Association has the power to take such action in accordance with this section. For the purpose of this section, maintain shall include the repair, replacement or improvement of a fence. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

The Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc. as described herein and as amended hereby, is hereby ratified and shall remain unchanged and in full force and effect except as amended hereby and as it may be subsequently amended pursuant to its terms.

This First Amendment to the Consolidated Declaration is adopted, as provided by the previously controlling Consolidated Declaration by a vote of fifty-one percent (51%) of the members attending a meeting requiring a quorum of fifty-one percent (51%) of the members.

IN WITNESS THEREOF, this Declaration is executed as of the 26 day of July, 1999.

VICKSBURG COMMUNITY ASSOCIATION, INC.

BY: David Ryan

, President

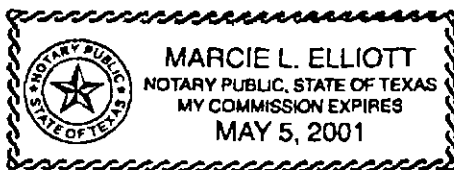
Attest: Letty Lawless

, Secretary
Vicksburg Community Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Breaux, President of the Vicksburg Community Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of July, 1999.



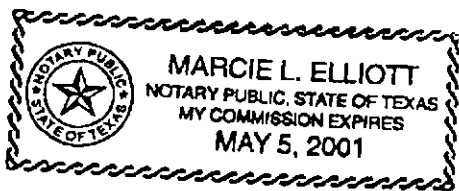
Marcie L. Elliott

Notary Public, State of Texas
My commission Expires:

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Betty Lawless, Secretary of the Vicksburg Community Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of July, 1999.



Marcie L. Elliott
Notary Public, State of Texas
My commission Expires:

Record and return to:

FDX
Vicksburg Community Association, Inc.
c/o C.I.A. Services, Inc.
13313 Southwest Freeway, Suite 265
Sugar Land, Texas 77478-3543

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

08-27-1999 10:58 AM 1999074784

JM \$21.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

Architectural and Deed Restriction Guidelines
for the
Vicksburg Community Association, Inc.

Adopted: October 20, 1997

VICKSBURG COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL AND DEED RESTRICTION GUIDELINES

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VICKSBURG COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL AND DEED RESTRICTION GUIDELINES

OVERVIEW

1.1 Purpose of Guidelines

The purpose of these *Architectural and Deed Restriction Guidelines* is twofold: (1) to provide owners with guidance in planning for changes or improvements to their property and (2) to provide clear criteria for enforcing various provisions of the deed restrictions. In most cases, these guidelines provide more detail and clarification on issues of interest to property owners than can be found in the deed restrictions.

Although it is the intention that these guidelines will be consistent with and a supplement to the deed restrictions, in the case of a conflict between the two, the deed restrictions will control.

1.2 Governing Documents

There are a number of governing documents which establish guidelines for the use of all land with Vicksburg. There are also documents which provide the operating rules for the Association that carries out the intent and vision of those documents.

When Lexington Development and General Homes originally purchased the land for Vicksburg in the early 1980's, they filed for public record a *Declaration of Covenants, Conditions and Restrictions of Vicksburg*. This important document, and it's subsequent amendments, establish the overall "rules" for use of land within Vicksburg. As home building began, additional *Supplemental Amendments* were filed for the Village of Cumberland and the Village of Shiloh to describe the unique requirements of each village. The original Vicksburg master plan envisioned seven villages with over 4700 homes plus multifamily, commercial and retail areas all under the "master" declaration.

At the beginning of 1997 after approval from the property owners, the master declaration and all amendments applicable to the Villages of Cumberland and Shiloh were consolidated into one document: the *Consolidation of Dedicatory Instruments and Declaration for the Vicksburg Community Association, Inc.* These are the documents commonly referred to as the "deed restrictions".

In order to administer the terms of the above referenced documents, the Vicksburg Community Association (VCA) was created as a Texas non-profit corporation. As with all corporations, it is chartered through the State of Texas under a short document entitled *Articles of Incorporation*. These articles are filed with the Secretary of State and set forth the general purpose of the corporation. VCA also has *Bylaws*. These are the operating rules for the Association and deal with organization structure, meetings, responsibilities and authorities. The *Bylaws* allow the Board of Directors to establish additional, detailed policies, procedures and guidelines for smooth operations of the Association. These

Architectural and Deed Restriction Guidelines have been established by the Board to help guide decisions on architectural and enforcement issues.

1.3 Architectural Control Committee

The deed restrictions create an Architectural Control Committee (ACC) with the responsibility of reviewing all plans for new construction, improvements, alterations, additions or changes to any property. The ACC requires the submission of plans, specifications and other documents in sufficient detail in order to render a decision. The ACC has full and complete authority to approve construction of any improvement on any property and its judgment is final and conclusive.

The ACC is composed of three members appointed by the Board of Directors. In making appointments, the Board tries to have at least one member from the Village of Cumberland and one from the Village of Shiloh. In addition, at least one member is also on the Board of Directors. As vacancies occur, the Board makes appointments to fill the vacancy and keep the composition the same.

1.4 Review of Plans

All submissions to the ACC must include a completed *Home Improvement Request* form along with plans, specifications, plans, etc. appropriate for the improvement. There must be sufficient information for the ACC to understand the size, location, color, materials, design, structure and/or visibility of the improvement. If information is missing, the submission will either be returned for the additional information or disapproved for lack of information.

Since there are many different types of improvements that owners make, the information below will help in determining what information is needed for some common home improvements:

- * House painting - color chips from paint store - for two color painting, identify which will be used for the base color (typically siding and garage door), which will be used as an accent color and what areas will be accented (e.g. shutters, front door and gutters).
- * Patio cover - dimensions, exact location (drawn on the house survey, if available) with distances from all easements and property lines, elevation sketch, materials, colors, roofing details with tie-in to house and structural details.
- * Swimming pool - exact location (drawn on the house survey, if available) with distances from all easements and property lines, finished elevation, contractor plans, pool equipment list and location (pumps and filters) and backwash line routing.
- * Children's playfort - manufacturer's brochure or other literature showing play structure, dimensions of structure including height and exact location (shown on the house survey, if available) with distances from all easements and property lines.

- * Solar screens - sample of screen material, color of frame, manufacturer's brochure and list of which windows will be covered.

A *Home Improvement Request* form is enclosed at the end of these guidelines. Additional forms are available from the Association's management company, C.I.A. Services - you can pick one up or have one mailed or faxed to you. Completed applications should be mailed or delivered to:

*Vicksburg Community Association
c/o C.I.A. Services
13313 Southwest Freeway, Suite 265
Sugar Land, Texas 77478-3543*

*Phone: 281-242-2503
Fax: 281-242-1404*

The ACC reserves the right to charge a fee for reviewing plans, on a case by case basis, depending on the complexity of the requested improvement. Any costs or expenses which the ACC incurs in processing the request shall be paid by the person submitting the application.

The ACC will provide a written response to all applications. A cover letter will be provided indicating whether the request was approved, conditionally approved or disapproved. For requests conditionally approved, certain conditions will be listed that must be fulfilled. For example, an application could be approved with the condition that a copy of the Missouri City building permit be provided. If an application is disapproved, the reason for disapproval and possible suggestions for resubmission will be listed.

The ACC will make its best efforts to render a decision as soon as possible and within thirty (30) days of receipt of the application. In the event the ACC fails to indicate its approval or disapproval within sixty (60) days of receipt of a completed application, the requested improvement shall be considered to have been disapproved.

If the person submitting the application does not agree with the decision rendered by the ACC, a written request may be submitted to ask the ACC to reconsider their decision. Any request for reconsideration must include additional information or clarifications for the ACC to consider. Alternatively, the decision can be appealed to the Board of Directors by submitting a letter to the Board of Directors requesting the issue be placed on the agenda for the next Board meeting. Again, the appeal must clearly state the reasons the Board should reverse the original decision.

Written approval by the ACC is required prior to making any improvement or alteration. If an improvement or alteration is made without ACC approval and it is subsequently found to be unacceptable in any way, the Board of Directors may require that the improvement or alteration be removed or revised. Any costs associated with enforcing this right will be charged back to the property owner.

1.5 Enforcement Procedures

Inspections of the community are done once every two weeks by the management company to uncover new violations, to check the status of existing violations and to verify complaints that have been called in. The timing of our inspections and the deadlines quoted in the letters are set to ensure that homeowners have adequate opportunity to cure their violations and also to let them know the Association's expectations. The next inspection is always just a few days after any deadline expires so the next step can be taken without delay.

All deed restriction letters are mailed by the end of the week of the inspection. If the home is rented then letters are mailed to either the owner, the tenant or both depending on the type and level of violation. Most initial letters go to both.

On most violations, letters are not mailed the first time the violation is observed. The violation would typically be noted the first time and then, if the violation is still there on the inspection two weeks later, a letter would be sent. There are several exceptions where a letter is mailed on the first observation: lawn maintenance needed, unapproved modifications in progress and in response to verified complaints.

If the violation is not cured after two letters, the violation is viewed by the Board of Directors. A final, "last chance" letter is issued and, if necessary, the violation is turned over to an attorney for resolution. All costs associated with the enforcement are charged back to the owners account.

At any time during the enforcement process, a homeowner can request a reasonable extension to give them time to cure the violation. If there is a dispute over the existence of a violation, the owner can try to resolve it with the management company or request a hearing before the Board of Directors.

In some cases, the Association may give notice to the owner and then enter onto the property to cure a deed restriction violation. This procedure is described in section 2.19 (Maintenance by Association) of these guidelines.

An unapproved or disapproved alteration or improvement to a property is handled like any other deed restriction violation. The owner receives letters and is given an opportunity to comply with the Association's request. If the situation persists, the Association can pursue the legal remedies described above.

1.6 Complaints

The management company makes routine inspections of the community to keep track of deed restriction violations within the community. There are some violations which may not be obvious in a typical drive through inspection so call in reports are an important part of the enforcement process.

Residents should feel free to contact C.I.A. Services by phone, mail or fax to report any concerns about deed restriction violations. All complaints are handled confidentially and the person's name is never revealed or permanently retained. All complaints are investigated on the next scheduled community inspection to determine if there is a violation and to gather additional information.

VICKSBURG COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL AND DEED RESTRICTION GUIDELINES

GUIDELINES

2.1 Animals

- (a) Only dogs, cats and other common household pets may be kept on lots provided that they are not kept, bred or maintained for commercial purposes.
- (b) No more than two (2) of each species of pet are permitted on each lot.
- (c) Pets must be physically confined to the property or kept in the house. When away from the property, the pet must be on a leash and be under the control of the owner at all times. Pets may not be allowed to roam free.
- (d) It is the pet owner's responsibility to keep the property clean and free of pet debris and odors. When walking pets off the property, the pet owners are responsible for cleaning up and removing any pet defecation.
- (e) Pets must not be allowed to become a nuisance, annoyance or danger to the neighborhood.

2.2 Antennae

- (a) In compliance with the Telecommunications Act of 1996, satellite dish and direct broadcast antennae of one (1) meter or less in diameter may be installed on properties. The location is limited to the position which is least visible from public view which still provides an acceptable quality signal. Any position visible at all from public view must be approved in advance by the ACC.
- (b) Satellite dish and direct broadcast antennae of more than one (1) meter in diameter may not be installed where any portion of such antenna is in public view. The ACC may consider appropriate screening to hide such antenna from public view.
- (c) Over-the-air television broadcast antennae may not be installed in public view since over-the-air signals may be clearly received with an internal attic mounting.
- (d) No antenna used for the transmission of radio signals may be installed on a property where any portion is in public view. Transmission antennae must be operated within FCC regulations and may not be allowed to cause interference to electrical equipment other residents. Upon notice of interference, the transmitting antenna must be removed or the transmissions altered to eliminate the interference.

2.3 Basketball Goals

- (a) Basketball goals must be mounted on a pole and placed on the side of the driveway as far to the rear of property as possible. Garage mounted basketball goals are allowed if the garage is at least thirty (30) feet behind the front of the main residential structure.
- (b) Basketball goals on poles may not be erected closer to the street than the front of the main residential structure.
- (c) The pole must be placed in concrete per manufacturer's instructions and painted black or dark brown. Poles must be metal - wood posts are not acceptable.
- (d) The basketball goal, backboard, net and post must be maintained in usable condition and neat appearance. Any basketball goals which are not maintained must be removed. If a pole mounted goal is removed the pole must be removed completely or to below ground level.
- (e) Only one basketball goal is allowed per lot.
- (f) Portable goals are allowed provided they are stored in a position allowed for permanent goals or are removed from public view when not in use. Overnight storage in a prohibited position is not allowed.

2.4 Birdhouses

- (a) The maximum permitted height for a birdhouse is fourteen (14) feet.
- (b) If a birdhouse is mounted on a pole, it must be unobtrusive and painted to match the house colors.
- (c) Birdhouses must be placed at least five (5) feet from any property line and must be situated behind the house.
- (d) No more than two (2) birdhouses may be installed on poles higher than six (6) feet.
- (e) The maximum size of an individual birdhouse is two (2) cubic feet.

2.5 Buildings

- (a) A "building" is defined as the main residence situated on a lot, and includes any bona fide additions such as a garage, even if detached from the main structure. It does not include any other detached structure such as a storage shed, gazebo or playhouse/fort.
- (b) A "detached garage" shall refer to a garage which is a free standing building and which does not share a common wall with the residence, although it may be connected to the residence by a covered walkway and may be architecturally treated so as to appear to be a part of the residence building rather than a separate structure.

No garage shall exceed in height the dwelling to which it is appurtenant. Every garage shall correspond in style and architecture with the dwelling.

- (c) Only residential buildings and attendant improvements may be constructed on lots. This prohibits the placement of mobile homes or trailers, or the use of lots for garage apartments or apartment houses. No building of any kind, with the exception of storage buildings or children's playhouses, shall ever be moved onto a lot - only new construction is allowed.
- (d) No building shall be erected, altered, or permitted to remain on any lot other than one (1) detached single family dwelling used for residential purposes only and not to exceed two (2) stories in height. All residences shall have an attached or detached enclosed garage for two (2) or three (3) cars.
- (e) The minimum livable area (i.e. air conditioned space), exclusive of open porches and garages or carports, for any one story house shall be one thousand, two hundred (1,200) square feet. The minimum livable area for any two story house shall be one thousand, eight hundred (1,800) square feet.

2.6 Building Lines and Easements

- (a) No structure shall be located on any lot nearer to front property line than the minimum building setback lines shown on the recorded plat and in no instance shall a building be closer to the front property line than twenty (20) feet.
- (b) No residence shall be located nearer than fifteen (15) feet to the rear property line although an attached or detached garage may be as close as ten (10) feet from the rear lot line.
- (c) No part of any house, building, carport or garage may be located nearer than five (5) feet to any interior side property line or ten (10) feet to any exterior property line on a corner lot except in the cases described in parts (d) and (e) below.
- (d) A residence may be located as close as three (3) feet from an interior property line as long as the residence on the adjacent lot is complete and at least seven (7) feet from the same interior property line. In other words, the two completed residences must be at least ten (10) feet apart.
- (e) An attached or detached garage located more than sixty-five (65) feet from the front lot line may be located as close as three (3) feet from an interior property line.
- (f) No building shall be located on any utility easements.
- (g) For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence; provided, however, that this shall not be construed to permit any portion of the structures on a lot to encroach on another lot.
- (h) Each main residence building shall face the front building line.

- (i) Subject to the approval of the ACC, an owner of one or more adjoining lots may consolidate or redivide such lots into one or more building sites with the privilege of constructing improvements on such resulting sites. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five (55) feet and an area not less than six thousand (6,000) square feet.

In the event an owner consolidates two (2) lots or less into one (1) composite building site, each composite building site shall be considered one (1) lot for purposes of all restrictions, covenants, and conditions imposed against the property, including, but not limited to, maintenance assessments, membership in the Association and voting rights. In the event of a consolidation of more than two (2) lots into one (1) composite building site, each lot or portion thereof over two (2) lots shall be considered as an additional lot or lots for purposes of maintenance assessments but the composite building site shall be considered as one (1) lot for all other purposes.

2.7 Building Materials

- (a) The exterior walls of each residential unit shall be at least fifty-one (51) percent brick, stone, other masonry or stucco, excluding detached garages, gables, windows and door openings.
- (b) Stone used on any lot shall be native Texas stone and must compliment the style of the architecture and conform to the color scheme of the dwelling.
- (c) No lot shall be used for the storage of any materials whatsoever, except that material used for construction of improvements may be placed upon the lot at the time construction is commenced.
- (d) Building materials may remain on lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the lot or stored in a suitable enclosure on the lot. Under no circumstances shall building materials be stored on the streets.
- (e) Equipment for the storage or disposal of such waste materials used in the construction of improvements may be placed upon the lot at the time construction commences and may be kept there for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the materials shall be removed from the lot.

2.8 Burglar Bars

- (a) No exterior burglar bars are allowed.
- (b) Interior burglar bars visible from public view may be approved by the ACC based on appearance and screening.

2.9 Business Use of Homes

The deed restrictions state that "each and every lot is hereby restricted to residential dwellings for single family residential use only" and that no lot shall be used for "business, professional, commercial or manufacturing use of any kind". The following guidelines are established to determine whether a use of a lot is in violation of the intent of the deed restrictions. A use shall be considered in violation if any one of the conditions listed below materially exists.

- (a) Signs are placed on or around the lot indicating a business (whether or not for profit) is being conducted from the lot.
- (b) Promotional material is being used or distributed which indicates a business (whether or not for profit) is being conducted from the lot. The use of a residential phone number would not constitute a violation of this guideline but the use of the property address would. Normal business stationary and cards are not considered promotional material for these purposes.
- (c) The lot is being used in such a manner to routinely cause an excessive flow of traffic to the lot or an increased amount of parking on or around the lot.
- (d) Chemicals or materials are being used, produced or stored at the lot which are not generally for residential use.
- (e) Quantities of chemicals or materials are being used, produced or stored at the lot in excess of normal residential requirements.
- (f) Excessive amounts of waste materials are being stored or generated from the lot.
- (g) An activity or condition exists at the lot that is offensive or noxious to the community by reason of odor, fumes, dust, smoke, noise or pollution.
- (h) An activity or condition exists at the lot that is hazardous by reason of excessive danger of fire or explosion.
- (i) An activity or condition exists at the lot which creates an increased liability to other property owners or to the Association.
- (j) Employees, contractors or other agents associated with the Owner or Occupant of the lot travel to the lot and conduct business or carry out their business activities at the lot.
- (k) The lot is being used for an activity that is illegal or immoral.
- (l) An activity or condition exists at the lot which attracts an undesirable element to the community.

2.10 Decks

- (a) Wood decks must be built with treated wood or naturally insect/rot resistant wood (e.g. redwood or cedar).
- (b) Decks may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- (c) Decks should not be situated on a lot if they pose a problem to the drainage of the lot or a neighboring lot.
- (d) The walking surface of decks may not be higher than eighteen (18) inches above ground level.
- (e) All decks must be maintained in a sound and attractive manner. Any decks falling into disrepair must be promptly repaired or removed.
- (f) Wood decks may be stained, painted, sealed or left untreated. Any colored stain, paint or sealant must be approved in advance by the ACC.

2.11 Decorative Embellishments

- (a) On front lawns of lots, visible from any street, there shall be no decorative appurtenances placed such as benches, sculptures, birdbaths, birdhouses, synthetic plants, permanently installed flag poles, fountains, or other decorative embellishments. Christmas, holiday or other festive decorations of a temporary nature are exceptions. Decorations must be removed within four (4) weeks after the calendar date of the holiday.
- (b) House numbers may be placed on the house but not on any type of freestanding structure in the front yard. Numbers should be between three (3) and six (6) inches high and made of metal, tile, wood or molded plastic.
- (c) Small sculptures, potted live plants, benches and decorative items may be placed on the porch area of the home.
- (d) Up to two seasonal, holiday, decorative, Texas or United States flags may be flown on a pole attached to the house. The maximum length of pole is six (6) feet and the maximum flag size is fifteen (15) square feet. Holiday flags must be removed within four (4) weeks of the end of the holiday. Any torn, tattered or noticeably faded flags must be promptly removed or replaced. Poles without a flag must be removed although the wall bracket may remain without a pole and flag.

2.12 Driveways and Sidewalks

- (a) All concrete additions must comply with building codes and ordinances relative to placement, materials, thickness, reinforcement, curb cuts, etc. Rebar or wire mesh reinforcement is required. Expansion joints are required.

- (b) Only driveways which are ten (10) feet in width may be expanded. Any expansion must be a minimum of five (5) feet.
- (c) The width of the driveway between the front building line and the street shall not exceed twenty (20) feet.
- (d) Driveway additions or extensions must be the same width from the curb to the front building line of the house.
- (e) No driveway extension, addition or modification shall be any wider than the width of the garage.
- (f) Driveways may be no closer than three (3) feet to the side property lines.
- (g) Any concrete work must not be "added" in appearance and must follow the same design configuration (i.e. expansion joints, placement, shape of concrete sections, comparable concrete finish, etc.) as the original driveway. The concrete must have a light broom finish and shadow box edging on areas visible from public view.
- (h) Concrete may not be stained or painted.

2.13 Fence Gates and Gate Covers

- (a) Wood fences must have full wood panel gates to match the existing fence.
- (b) Black wrought iron or ornamental iron gates are allowed. The ACC may approve a different color if it compliments the fence and house colors.
- (c) Chain link, chicken wire, lattice and louvers gates are not allowed.

2.14 Fences, Walls and Hedges

- (a) No fence, wall or hedge may exceed eight (8) feet in height. Written approval from the ACC is required for any fence or wall in excess of six and one half (6-1/2) feet.
- (b) No hedge in excess of three (3) feet, fence or wall may extend in front of the house on the lot or the house on the lot adjacent to the fence. In the context of this guideline, a hedge is a continuous row of shrubbery planted with the purpose of forming a wall or barrier. Shrubby beds and other normal landscaping materials in front of a house are not a considered a hedge.
- (c) All fences which are visible from public view or are adjacent to a common area must have the pickets installed on the side facing the public or common area.
- (d) A chain link fence is only allowed if it is fully concealed from public view within a wood fenced back yard. A fence of this type might be used for a dog run or to enclose a swimming pool.
- (e) Any painting, staining or varnishing of fences must be approved by the ACC. All adjacent fences must be coated with the same material and color.

- (f) Any request to extend an existing fence, wall or hedge forward from its existing location must be submitted with the written consent of the adjacent neighbor unless there is no adjacent neighbor as in the case of a corner lot. If both neighbors do not concur as to a proposed fence, wall or hedge extension, the ACC will examine the effect the extension will have on both properties and make a final decision.
- (g) To maintain site lines at intersections, no fence, wall, hedge, shrub planting or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the street within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines extension thereof, shall be placed, planted or permitted to remain on any corner lots.

2.15 Garage Conversions

- (a) Garages may not be converted into living space or storage space which precludes their primary use for the storage of vehicles.
- (b) Only one garage structure for two or three vehicles is allowed on each lot. Additional garages are not permitted.
- (c) Any workshop, potting shed, greenhouse or other attachment to a garage must be approved by the ACC.
- (d) Aluminum, sheet metal or fiberglass carports are not permitted.

2.16 Garage Sales

- (a) Garage sales are highly discouraged because of aesthetic and security reasons.
- (b) If more than two (2) garage sales are held at a property within a one (1) year period, the activity may be pursued as a business being operated out of the home.
- (c) Materials may not be brought to the property for the purpose of resale from the property.
- (d) No signs may be erected on any common areas within the community including on utility poles or on esplanades. One sign may be placed in the front yard of the property during the hours of the sale.

2.17 Landscaping

- (a) Landscaping is defined as plants, trees, shrubs, flowers, mulch, and landscape borders. Landscaping is generally not subject to ACC review except in circumstances wherein such landscaping is intended to accomplish a structural objective (such as a hedge or visual barrier), is visually objectionable or not in

harmony with the surrounding neighborhood, or is specifically referenced in the deed restrictions.

- (b) Landscaping on properties must be maintained to at least the same level as was originally installed by the builder. Landscaping in the front beds must fully screen the foundation of the house.
- (c) Trellises, window boxes, arbors and permanent brick borders in public view must have ACC approval.
- (d) Landscape timbers, bricks without mortar and other landscape borders do not need ACC approval unless they exceed a height of two (2) feet.

2.18 Lighting

- (a) Exterior decorative lights, security lights or floodlights must be directed so as to not shine onto a neighboring property.
- (b) Low voltage landscape lighting is allowed with white or amber lamps. Colored filters may be temporarily placed on the lights during holiday periods not to exceed four (4) weeks.
- (c) Mercury vapor or fluorescent lights may be attached to the back of the house or the garage as long as the light fixture is not visible from public view. Requests for installation of bright security lights in back or side yards which significantly spill over into neighboring yards must be accompanied by written approval from the affected neighbor.
- (d) Gas or electric post lights may be in front or back of house. Such lights must be no taller than eight (8) feet in height and the illumination must be a low wattage. The color of the post shall be black. The ACC may approve a different color if it compliments the house colors.
- (e) Exterior lights must not affect overall aesthetic appeal.
- (f) Holiday lighting of a temporary nature may be installed on the structure or around the property. All such lighting, including bulbs, fixtures, wiring, clips, stands, etc., must be removed within four (4) weeks of the end of the holiday.

2.19 Maintenance by Association

- (a) The deed restrictions allow the Association to go onto private lots to cure certain violations if the owner or occupant has failed to do so. Prior to taking such action, the Association must give the owner written notice at least ten (10) days in advance. It is the Association's policy to send at least one certified letter to the owner of record, clearly stating the work needed, the timeframe in which it must be completed, the remedy that it will be assigned to a contractor and that the costs will be billed back to the owner.

- (b) On any forced maintenance, the full cost of the work plus a \$20 administrative fee will be billed back to the owner's account. Collection of the maintenance costs will be done per the Association's standard collection procedures.
- (c) Forced maintenance may be used on the categories of deed restriction violations listed below. The decision to use forced maintenance will be made on a case-by-case basis depending on the circumstances of a particular violation.
 - * Lawn care including mowing, edging, bed weeding and shrubbery pruning
 - * Tree pruning and removal of dead wood
 - * Fence and gate repairs
 - * Gutter repairs
 - * Trash removal
 - * Mildew cleaning from walls, fences and exterior house/garage surfaces
 - * Graffiti cleaning from the residence, garage, walls, fences and concrete surfaces
- (d) On a case-by-case basis, the Board of Directors may elect to utilize forced maintenance on a deed restriction violation of a type other than those listed above.

2.20 Maintenance of Improvements

- (a) All buildings must be kept in good repair and must be painted when necessary to preserve their attractiveness. Rotted or damaged wood must be replaced and repainted as needed. Faded, peeling or discolored wood must be repainted. Mildewed, stained or dirty siding or brick must be cleaned.
- (b) Fences must be maintained in good condition. Broken, rotted or missing pickets must be promptly replaced. Any fences or walls which are leaning noticeably must be returned to vertical.
- (c) Any other improvements or alterations to the property, such as exterior lights, play equipment, decks, patio covers, window covers, etc., must be maintained in good condition, replaced or removed.

2.21 Maintenance of Landscaping

- (a) The owners or occupants of all lots shall, at all times, maintain the lawn and landscaping in a sanitary, healthful and attractive manner. This includes mowing the lawn, edging all areas where grass meets concrete, trimming around beds, fences and buildings, keeping beds free of weeds, keeping expansion joints free of grass, trimming shrubbery and pruning trees.
- (b) Trees should be pruned so that branches are a minimum of seven (7) feet over sidewalk, nine (9) feet over the curb and fourteen (14) feet over the center of the street. Suckers growing from the ground and trunks of trees should be removed.
- (c) Any dead or damaged landscaping should be promptly replaced. Landscaping and lawns should be treated for insects, fungus and other problems as needed.

- (d) Dead or damaged trees, which might create a hazard to property or community shall be promptly removed or repaired.

2.22 Nuisances and Annoyances

- (a) No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes.
- (b) No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be, or may become, an annoyance or a nuisance to the Subdivision.
- (c) No condition shall be allowed to exist or continue on a lot which would detract from the community.
- (d) Except in an emergency, outside construction work and noisy inside construction work shall only be done between the hours of 7 a.m. and 10 p.m.

2.23 Outbuildings

- (a) An "outbuilding" is defined as any structure which is not attached to the main structure. This definition does not include attached additions to the main residence or garages, but does include storage sheds, gazebos and playhouse/forts.
- (b) The colors should match or be consistent with the predominant exterior colors of the main residence.
- (c) Materials should match those of the main residence in both size and color, however, the ACC will consider small prefabricated metal storage buildings providing the color is consistent with the main residence.
- (d) Storage sheds should have a peaked roof, no higher than eight (8) feet from the ground to the highest point, and a maximum of one hundred and twenty (120) square feet of floor space. The structure must be kept a minimum of five (5) feet from any property line. Any outbuilding visible from public view should be placed to minimize the amount seen from public view. No outbuilding should block drainage on a lot or divert drainage onto an adjacent lot.
- (e) Any storage building placed on a concrete slab on top of a utility easement will not be considered portable and will require written approval from all utilities with access to the easement. The ACC may approve a portable storage building without a slab which encroaches on an easement but such placement is at the owner's risk.
- (f) No storage building can be built up against any side or rear wall of a home unless its maximum height is less than six (6) feet and it is not visible above the fence.
- (g) If the storage building is under six (6) feet and fully hidden from public view by a solid fence, it may be placed in the side yard provided it is at least five (5) feet from the property line.

2.24 Outdoor Carpeting

- (a) Carpeting may only be installed in areas not visible from public view. Installation on the front porch is specifically prohibited. Any such carpet must be made for outdoor use.
- (b) Colors must match or complement the house colors.

2.25 Painting and House Colors

- (a) Any changes in the color scheme of a building must be approved in writing by the ACC. The color of the brick used on a house and the color of neighboring houses may be considerations in the decision of the ACC.
- (b) Exterior paints and stains for each residence shall be selected to compliment or harmonize with the colors of the other materials with which they are used. The color scheme for a home may contain one, two or three colors for the base, trim and accent colors. The base color would typically be used on the siding, soffit, pillars and garage door. The trim color would typically be used on window trim, door trim, fascia and gutters. Accent colors would typically be used on shutters and front doors.
- (c) Siding and trim colors should generally be white or earth tones (i.e. brown, tan, beige or gray). Soft and muted pastel colors may also be acceptable.
- (d) Bold and primary colors, such as blues, reds, greens or yellows, are not allowed.
- (e) Garage doors, including prepainted metal doors, must be painted to match the house colors.
- (f) Front doors must be maintained. They may be stained a natural wood color or painted to match the house colors.
- (g) The bricks on homes may not be painted.

2.26 Patio Covers

- (a) Patio covers should be constructed from materials which compliment the style and color of the main residential structure.
- (b) Prefabricated covers made of aluminum may be approved providing they are of a color that substantially matches the house colors. Unfinished aluminum is not allowed. All metal must be painted.
- (c) If a lattice or slatted cover is used, the wood may be painted, stained or left to weather naturally. Only treated wood, redwood or cedar may be left to weather naturally - any other wood must be painted or stained. All patio cover material

(lattice, wood slats,) must be completely framed in so that no raw edges of material are visible. Clear fiberglass or plastic covers, to provide rain protection, may only be used completely covered with wood framing and lattice or wood slats.

- (d) If attached to the house, the patio cover must be integrated into the existing roof line (flush with eaves) and if it is to be shingled, the shingles must match the existing roof. The entire patio cover and posts should be trimmed out to match the house. Supports must be brick, painted wood or metal columns. No pipe is allowed.
- (e) Maximum height at the peak of the roof shall be no higher than the roof of the dwelling unit to which the patio cover is attached.
- (f) Patio covers may not encroach into any utility easement without written approval from all utilities with access to the easement.
- (g) Patio covers must be situated on the lot to provide drainage solely onto the owner's lot. If a proposed solid patio cover is less than five (5) feet away from a side lot line, the ACC will require that it be guttered with downspouts.

2.27 Play Equipment

- (a) All play equipment must be at least five (5) feet from all property lines and must be located at the rear of the house and behind a fence or otherwise screened from public view from public view. The ACC will consider neighbors' privacy in approved a specific location.
- (b) A playhouse/fort must not have a roof higher than twelve (12) feet. If a fort has a platform, then the platform can be no higher than six (6) feet off the ground.
- (c) Swing sets may have a maximum height of eight (8) feet.

2.28 Roof Attachments

- (a) Wind turbine vents must be mounted in the rear portion of the roof so that they are not visible from the front or above the roofline.
- (b) The wind turbine vents and roof stacks must be a color which will blend with the shingle color or be painted to match the shingle color.
- (c) Roof mounted solar panels are not allowed. The ACC may approve ground mounted solar panels which are not visible from public view.

2.29 Roof Material

- (a) All buildings shall be roofed with composition shingles unless approved in writing by the ACC; wood shingles are specifically prohibited. Composition shingles must be a minimum of 230 pounds with a textured appearance (not a "3 tab shingle"). Tile, built up roof, aluminum simulated shingles or tile may be approved by the

ACC provided the materials, color and design compliment the style of the home and do not stand out in the community. Roof materials must be dark brown or dark gray tones. Light brown, light gray, green or red colors are not allowed.

2.30 Room Additions

- (a) Exterior materials and colors should match the house.
- (b) Room additions may not encroach into any utility easement and must comply with all setback requirements for buildings.
- (c) The allowed size and shape will depend on architectural style and layout of home, size of the lot and how well room addition integrates with existing home. Plans for room additions must show room size in proportion to room dimensions of the residence. The roof of the addition must integrate with existing roof line so as to appear to have been part of the original house.
- (d) Building permits, as required by the municipalities (city, county, etc.), must be submitted with the application. In some instances, the ACC will grant approval with the provision that a copy of the permit must be received by the ACC within thirty (30) days of the approval letter and prior to construction beginning.
- (e) Balconies may also be permitted and must be approved prior to construction.

2.31 Signs

- (a) No signs, billboards, posters or advertising devices of any character shall be erected or displayed to the public view on any lot except for one (1) sign of nor more than six (6) square feet advertising the property for sale or for lease.
- (b) Contractor signs advertising work being done at a property are not permitted.
- (c) Lost pet signs are not permitted on the common areas.
- (d) One (1) sign which gives notice of a home security system is permitted if placed at or near the front entrance and are no larger that 144 square inches. In addition, one (1) window/door sticker may be placed on each side of the house which gives notice of a home security system.

2.32 Storm Windows and Doors

- (a) The frames of storm windows and storm doors must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All storm doors visible from public view must be a full view with clear glass. No screen doors are allowed on doors visible from public view.
- (b) Unless otherwise approved approved, storm windows must be clear, uncolored glass.

2.33 Swimming Pools and Spas

- (a) No underground portion of a pool or spa of any type may encroach into any utility easement. The surface deck surrounding the pool or spa may encroach on a utility easement if written consent to encroach is provided from each utility company with access to the easement.
- (b) No underground portion of a pool or spa of any type may be closer than five (5) feet from a side or rear property line. The pool deck may be as close as three (3) feet from a property line provided provisions are made to maintain proper drainage.
- (c) All private swimming pools and spas shall be completely enclosed by a solid wood or wrought iron type fence enclosure being not less than four (4) feet, nor more than eight (8) feet in height and having pickets spaced not more than three (3) inches apart. All openings to any such enclosure shall be closed with a self-closing and gate of the same construction and material as the fence. As a safety precaution, no external surface of the enclosure should provide a handhold or foothold.
- (d) Above ground pools, other than small, portable children's pools, are not permitted.
- (e) Missouri City building permits must be obtained in advance of any pool construction. Inspections during construction may be required by Missouri City as well as the the local utility district.
- (f) If access over an area maintained by the Association is required during construction, then a \$1000 deposit must be posted with the Association prior to approval of the plans and construction. The deposit will be refunded if the area is returned to a satisfactory condition, in the sole opinion of the Association. The Association may retain some or all of the deposit to make any repairs necessary as determined by the Association. The deposit does not limit the owner's liability for damage to the common areas.
- (g) Pool water must at all times be maintained in a sanitary and safe condition.

2.34 Trash

- (a) No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any lot, nor shall any lot be used or maintained as a dumping ground for such materials.
- (b) All household trash must be placed in sanitary refuse containers made of metal or plastic with tight-fitting sanitary lids, or in plastic bags, and stored in an area not visible from public view. In a manner consistent with good housekeeping, the owner or occupant of each lot shall remove trash from the lot at regular intervals at his expense.
- (c) Trash, rubbish, debris and recyclable materials should not be placed at the curb for pickup before 6:00 p.m. the evening before the scheduled collection day. Trash

containers and recycling bins should be removed from the curb and stored out of view as soon as possible after they are emptied.

- (d) In no event may a lot be used for storage of materials and equipment which are not appropriate for normal residential requirements or incident to construction of improvements at the property.
- (e) The drying of clothes in public view is prohibited.

2.35 Vehicle Storage

- (a) No motor vehicle may be parked or stored on any part of any lot, easement, right-of-way, or common area or in the street adjacent to any lot, easement, right-of-way, or common area if such vehicle exceeds either: (i) six feet, six inches (6'6") in height, (ii) seven feet, six inches (7'6") in width or (iii) twenty-one feet (21') in length, unless it is concealed from public view inside a garage or other approved enclosure.
- (b) Passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreational vehicles), motorcycles, pickup trucks or pickup trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed either: (i) six feet, six inches (6'6") in height, (ii) seven feet, six inches (7'6") in width or (iii) twenty-one feet (21') in length may be parked on the driveway or street. The vehicles described in this paragraph may park in the common area only when the owner is using facilities adjacent to the common area.
- (c) No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any lot, easement, right-of-way, or common area, or in the street adjacent to such lot, easement, right-of-way or common area unless such object is concealed from public view inside a garage or other approved enclosure.
- (d) This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.
- (e) For the purpose of this section, "daily use" shall be defined as being driven away from the property, on average, at least four (4) days a week. Such vehicles not in daily use should be stored within the garage or other approved enclosure. The phrase, "approved enclosure", as used in this section, shall mean any fenced structure or other improvement approved by the ACC which fully screens the vehicle from public view.

2.36 Window Air Conditioners

- (a) Window air conditioners are only allowed in positions where they are completely concealed from public view and below a fence line.

2.37 Windows - Awnings and Window Shades

- (a) Awnings are permitted on the rear windows of a house and must be of the same color as the house. Awnings on playhouses or used as patio covers must be of the same color as those on the house. In all cases, colors must match or compliment the primary color of the house. Once installed, awnings are to be maintained in excellent condition at all times.
- (b) Metal and wooden slat-type exterior shades are not permitted on the front or side of the house. All exterior shades must be approved by the ACC prior to installation. In all cases, colors must match or compliment the primary color of the house. After installation, they must be kept in excellent condition at all times.

2.38 Windows - Solar Screens and Film

- (a) Solar screens or film are allowed on windows only if they blend with the brick, paint and roof colors.
- (b) The color and appearance of solar screens or film must be approved by the ACC.
- (c) Solar window film must be a low-reflective type.
- (d) Samples of solar screens or film must accompany each application.
- (e) Solar screens or film must be installed on all windows on each side of the house they are used. They are required on all sides of the home visible from public view.
- (f) Solar screens and film must be maintained. If the solar screen or film is removed from one window, it must be replaced or the screens and film must be removed from all windows.
- (g) Solar screens and film must be maintained in good repair. Torn or broken screens must be promptly replaced. Discolored, faded, torn or bubbled film must be promptly replaced. Any such replacement must match the remaining screens or film.

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Vicksburg Community Association

RECREATION AREA RULES

SWIMMING POOL

1. The pool is open from May to September during published hours when lifeguards are on duty. Entry into the pool area at any other time is strictly prohibited.
2. You must be a member in good standing with a current pool tag to enter the pool.
3. All guests must be accompanied by a community resident 18 years or older with a current pool tag. Up to two guests are allowed. Members are responsible for their guests.
4. Children under 12 years old must be accompanied and supervised by an adult 18 years or older.
5. All swimmers must wear proper swimming attire.
6. Only small floating items, upon pool manager's discretion, will be allowed in the pool.
7. Parents have the primary responsibility for the supervision of their children using the baby pool. The baby pool is for non-swimmers only.
8. Only one person is allowed on the diving board at a time.
9. All swimmers must dive straight out and not off to the side of the diving board.
10. Swimming is not allowed in designated diving areas of the pool.
11. No running or horseplay is allowed in the pool area.
12. Glass containers are not allowed in the pool area.
13. Alcoholic beverages are not allowed at any time.
14. No loud music is allowed around the pool area.
15. Pets are not permitted in the pool area.
16. There will be a ten minute rest period every hour. All swimmers under 18 years of age must be out of the pool.
17. Please deposit all trash in the trash cans provided.
18. The lifeguard on duty has full authority to enforce all rules pertaining to the safety of the pool.
19. Failure to follow the rules or lifeguard instructions may result in immediate removal from the pool area.
20. Use of these facilities is at your own risk.

These facilities are provided for and maintained by your maintenance fees. Please help us keep them clean and in good repair. Please report any damage or problems that you find to C.I.A. Services at 713-981-9000.

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MISC 2 PGS

AS PER ORIGINAL

2012 Collection Policy: The Vicksburg CA, Inc. (Tax Exempt)

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

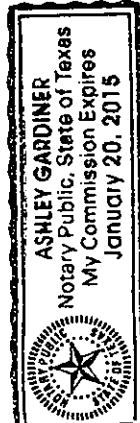
The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late fees and/or late interest and handling fees (\$15.00) are assessed to delinquent accounts according to the notification on the billing statement.

Check Here	Collection Step	Approx. Day of Delinquency Each Step is Taken	Notes
<input checked="" type="checkbox"/>	Past due late statement	--- ---	Quarterly Low-Balance Statement mailed to delinquent accounts under \$100 and after assessing late fees and/or late interest and handling fees to an account.
<input checked="" type="checkbox"/>	Initial collection letter	-- 30 to 45 --	This letter allows the owner thirty (30) days to pay or dispute their balance. It also informs them of future actions if payment is not received.
<input checked="" type="checkbox"/>	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. This letter also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
<input checked="" type="checkbox"/>	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$60.00 and is being reported to the credit bureau. This letter also informs them of future actions and the related fees that will be charged to their account.
<input checked="" type="checkbox"/>	Order title search to determine legal owner & send notice	-- 80 to 105 --	A title search is ordered and the owners account charged \$60.00. Upon receipt of the title search, a letter is mailed to the owner via regular and certified mail informing them of this action and the \$60.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county and the associated cost charged back to their account.
<input checked="" type="checkbox"/>	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared and the owners account charged \$150.00. A letter is mailed to the owner informing them of this action, that \$150.00 has been charged to their account and that the lien is being filed in the county record.
<input checked="" type="checkbox"/>	Forward owners file to the Association Attorney for small claims suit and/or foreclosure	-- 90 to 115 --	This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.
<input type="checkbox"/>	Association is opting out of PMG Collection Program performed on delinquent accounts		If the association opts out of the PMG Collection Program then the association will be invoiced for any work performed on delinquent accounts as set-forth in the Management Contract.

Payment Application - Any payment received by the Association from an owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order.
 First - Delinquent Assessments
 Second - Current Assessments
 Third - Attorney's Fees and expenses for which the Association has a Lien
 Fourth - Attorney's Fees and expenses for which the Association has a No Lien

Marylee W. Vandervoort 16 Jan 2012 This instrument was acknowledged before me on this 16 day of JAN.
 Signature - Authorized Board Member Date

Marylee W. Vandervoort
 Printed Name
 2012, by Marylee Vandervoort
 Notary Public, State of Texas
Ashley Gardiner
 Printed Name



My Commission Expires: JAN 20, 2015

AFTER RECORDING PLEASE RETURN TO:
 PRINCIPAL MANAGEMENT GROUP OF HOUSTON
 11000 CORPORATE CENTRE DRIVE, SUITE 150
 HOUSTON, TEXAS 77041

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2012 Jan 27 11:24 AM

2012009231

KU \$11.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS