

RESTRICTIONS AND COVENANTS GOVERNING PROPERTY
AND LOTS IN QUAIL VALLEY SUBDIVISION,
GLENN LAKES SECTION III, A SUBDIVISION
IN THE DAVID BRIGHT LEAGUE A-13,
FORT BEND COUNTY, TEXAS
OWNED BY MC NAUGHTON & CO.,
MISSOURI CITY, TEXAS

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

THAT, WHEREAS MacNaughton & Co., a Texas corporation, Agent and Attorney in Fact acting through its duly authorized officers for the purpose of creating and carrying out a uniform plan for the improvement and sale of property and lots in Quail Valley, Glenn Lakes Section III, an addition in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 6350B of the Map of Records of Fort Bend County, Texas, and MacNaughton & Co. is the owner of all of the lots in the said subdivision and desires to restrict the use and development of said property and lots in order to insure that it will be a high class restricted residential district;

NOW THEREFORE, MacNaughton & Co., acting through its duly authorized officers, does hereby impose the following restrictions upon the said property and lots included within the Plat thereof, Glenn Lakes Section III, which restrictions upon the said property shall constitute covenants running with the land and with each and every property owner purchasing or owning lots within the Plat of Quail Valley Subdivision, Glenn Lakes Section III, for their benefit and for the benefit of MacNaughton & Co., and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

A.
General Land Use

All lots in Quail Valley, Glenn Lakes Section III, are hereby designated to be used for residential purposes only except as hereafter modified for sales and construction offices. Reserve "A" is hereby designated for use by Quail Valley Utility District.

B.
Covenants Applying to Residential Lots

1. Land Use and Building Type:

No lots shall be used for any purpose except for single family residential purposes. The term "residential purposes," as used herein, excludes hospitals, clinics, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. A business, profession, occupation or trade conducted within a residential building or accessory structure for gain or support by a resident of the dwelling which is incidental and secondary to the residential character of the use, hereinafter referred to as a home occupation, shall comply with the following restrictions:

- a. No home occupation shall cause by reason of its existence an increase in the number of vehicles traveling to and from the home or on the public streets surrounding or abutting the home;
- b. A home occupation shall in no way destroy, restrict or interfere with the primary use of the home as a place of residence;
- c. No stock in trade shall be displayed or sold on the premises;
- d. The home occupation shall be conducted entirely within the principal dwelling unit or accessory structure, and in no event shall such use be visible from any other residential structure or public way.
- e. There shall be no outdoor storage of equipment or material used in the home occupation;
- f. No more than one (1) vehicle shall be used in the conduct of the home occupation;
- g. No mechanical, electrical or other equipment, which produces noise, electrical or magnetic interference, vibration, heat, glare, or other annoyance outside the residential or accessory structure, shall be used.
- h. No home occupation shall be permitted which is noxious or offensive to a person or ordinary sensitivity or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat humidity, glare, refuse, radiation or other objectionable emission;
- i. No person other than members of the family residing on the premises shall be engaged in the home occupation.

No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not less than one or more than four cars and permitted accessory

structures. Construction and sales offices may be constructed on specific lots as designated by the Architectural Control Committee. These shall be removed by December 31, 1989, or when all lots are built on, whichever comes first.

2. Architectural Control:

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of three members whose names are W.E. Flowe, B.R. Tempel, and R. B. Jacobus. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The committee will automatically renew every five years after the first twenty years unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of these restrictions. No residence shall be occupied until completed according to the plans and specifications approved by the Architectural Control Committee.

3. Dwelling Size and Construction

The livable area of each main single-family residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servant quarters shall not be less than 1200 square feet on all other lots that do not adjoin or abut lakes and golf course reserves and not less than 2,400 square feet on all lots in Blocks One (1) and Two (2) and shall not be less than 1500 square feet in Blocks Three (3) and Four (4).

4. Building Locations:

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than 20 feet to the rear lot line, nor nearer than 5 feet to any side lot line. On certain irregular shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee.

5. Antennas and Fences:

No antennas of any kind may be erected on the exterior of any residence or on any lot. No clothesline shall be constructed placed or erected on the lots.

No fence or wall shall be erected, placed, altered, or maintained on any building site nearer to the front property line than the minimum building setback line shown on the recorded plat of the subdivision. Also, no chain link fence will be permitted in any location. No fencing or walls on any lot shall be erected without the written approval of the Architectural Control Committee.

6. Lot Area and Width:

Lots may be re-subdivided into building sites comprised of a part of one or more lots as plotted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than sixty five hundred (6500) square feet in area or having a width of less than forty (40) feet at the front building setback line shown on the recorded plat of said subdivision.

7. Nuisances:

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

8. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No boats, trailers, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be permanently or semi permanently stored on lots. Permanent and semi-permanent storage of such items and vehicles must be screened from public view. Semi-permanent is defined as exceeding a twelve (12) hour period of time.

9. Signs:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or nature gas shall be erected, maintained or permitted upon any lot.

11. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept provided that they are no kept, bred, or maintained for any commercial purposes.

12. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Sewage Disposal and Water Supply:

No water well, cesspool or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided until such time as those services are furnished by State, County, Municipal or other governmental authorities.

14. Cutting Weeds and Drainage:

Grass, Vegetations, and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

15. Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Quail Valley Subdivision, Glenn Lakes Section III, and all persons claiming under them until January 1, 2003, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots is filed for record in Fort Bend County, Texas, altering rescinding or modifying said covenants and restrictions in whole or in part.

16. Maintenance Fund:

- (a) Until January 1 of the year immediately following the conveyance of the first to an owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum to paragraph (b) below.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, in the event the maximum assessment has been reached and the amount is not sufficient to provide the services intended in these restrictions and covenants then the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (c) The maintenance charge shall be paid annually on the first day of January of each year in advance, commencing January 1, 1985 and shall be secured by a vendor's lien on each lot as and when sold by MacNaughton & Co. All past due maintenance charges shall bear interest from their due date computed at the same rate as established by the Internal Revenue Service pursuant to Section 6621 (A) of the Internal Revenue Code of 1954.
- (d) Appropriate recitations with respect to such maintenance fund and the reservation of the Vendor's lien shall be included in each contract of sale and/or deed executed and delivered by MacNaughton & Co., with respect to each lot. The maintenance fund shall be applied toward the payment for maintenance of parks, esplanades, grass and weed cutting on vacant lots, fogging, enforcement of restriction, garbage collection, employing workmen, and any other things necessary or desirable in the opinion of Quail Valley Fund, Inc, in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.
- (e) The maintenance charge shall remain effective until January 1, 1989, and shall automatically be extended thereafter for successive periods of five (5) years; provided, however, that the owners of the majority of the lots may revoke such

maintenance charge on either January 1, 1989. or at the end of any successive five (5) year period thereafter by executing and acknowledging and filing for record in the Office of the County Clerk of Fort Bend County an appropriate agreement.

(f) Each record lot owner of each lot in Quail Valley Subdivision, Glenn Lakes Section III, shall have one (1) vote or membership in Quail Valley Fund, Inc., which vote or membership shall automatically pass with the title to the lot. Owner of fractional portions of any lot shall have that same fractional portion of a vote or membership. The vote of any lot, owned in common by two (2) or more persons, maybe be cast by any one (1) of the common owners or a designated representative of the corporation. Quail Valley Fund, Inc., is a Texas Corporation, non stock and non-profit, with the principal purposes of enforcement of these deed restrictions and the general and overall supervision of the well being and appearance of the subdivision not connected with the operation of its utilities, sale of its property nor the construction of any of its utilities and streets.

(g) Lots, which are occupied by residents shall be subject to annual assessment as determined by the Board of Directors. Lots which are not occupied by a resident and which are owned by Declarant, a builder or building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be prorated according to the rate required of each type ownership.

17. Right of Mortgages:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage, or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

In order to encourage the granting of first mortgage liens on property within this subdivision, before Quail Valley Fund, Inc, may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intend, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, Quail Valley Fund, Inc., shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual lot.

18. Enforcement:

The covenants, reservations, easements, and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in Quail Valley Subdivision, Glenn Lakes Section III, and his heirs, executors, administrators, and assigns. Accordingly, all of the covenants, reservations easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

19. Severability:

The invalidity, abandonment, or waiver of any one of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.