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THE STATE OF TEXAS)
COUNTY OF HARRIS)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR QUAIL FOREST, SECTION ONE
A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This Declaration, made on the date hereinafter set forth by Quail Forest Development Corporation, a Texas corporation, hereinafter called "Declarant", said corporation having its principal offices in Houston, Harris County, Texas.

WHEREAS, Declarant is the owner of the following described land and premises in Harris County, Texas, to-wit:

All that certain tract or parcel of land known as QUAIL FOREST, SECTION ONE, a subdivision of a 30 5236 acre tract of land out of the J H Callahan Survey, Abstract 10, Harris County, Texas, said subdivision containing Sixty (60) Lots in Three (3) Blocks, the map or plat of said Subdivision being recorded in Volume 280, Page 99, of the Map Records of Harris County, Texas, reference to which is hereby made for all purposes, and,

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject such property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of such property and the owners thereof, NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT Declarant does hereby dedicate the streets, easements, drives and parkways in said Quail Forest, Section One, for use by the public as such, reserving the right to itself, its successors and assigns to, at any time, use the same for the installation, maintenance, repairs, and renewal of any and all public utilities, and declares that the land shown to be subdivided, according to the hereinabove mentioned plat, save and except the two (2) unrestricted reserves "A" and "B", therein, is held, and shall hereafter be conveyed subject to the covenants, reservations, conditions, stipulations, easements, and restrictions as hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

A "Declarant" shall mean and refer to Quail Forest Development Corporation, the Declarant herein, and to any entity which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets

B "Properties" shall mean and refer to Quail Forest, Section One, subject to the reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein

C "Street" shall mean and include any street, drive, boulevard, road, alley, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

D "Lot" and/or "Lots" shall mean and refer to any of the numbered lots shown upon the Subdivision Plat of Quail Forest, Section One, recorded in Volume 280, Page 99, of the Map Records of Harris County, Texas, all of which are restricted hereby to use for residential purposes, but shall not include unrestricted reserves "A" and "B"

E. "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties; including contract sellers, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto

F. "Subdivision Plat" shall mean and refer to the map or plat of Quail Forest, Section One, recorded in Volume 280, Page 99, of the Map Records of Harris County, Texas

G "Association" shall mean and refer to the Quail Forest Homeowners Association, Inc., a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets, as provided for in ARTICLE XII hereof

H "Architectural Control Committee" shall mean and refer to E Mitchell Smith, Jr , George Dean, and R Craig Rathmann, all of Harris County, Texas, and their successors, who shall act as the Quail Forest, Section One Architectural Control Committee as provided for in ARTICLE VI hereof.

I "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Lot as hereinafter set forth in ARTICLE VIII hereof.

J. "Community Properties" shall mean and refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association. References hereinafter made to "Community Properties" shall mean such properties whenever acquired by the Association. There will be no Community Properties owned by the Association as of the time of the conveyance of the first Lot.

K. "FHA" shall mean and refer to the Federal Housing Administration

L. "VA" shall mean and refer to the Veterans Administration.

M. "Corner Lot" shall mean and refer to a lot which abuts on more than one street. Any lot, except a "Corner Lot", is deemed to front the street upon which it abuts. A "Corner Lot" shall be deemed to front on the side of the lot having the deepest building setback line, as designated by the aforesaid plat of Quail Forest, Section One.

ARTICLE II

RESTRICTIONS

Declarant covenants and agrees for the purpose of creating and carrying out a uniform plan for development, improvement, and sale of property in Quail Forest, Section One as a restricted subdivision, and for the purpose of preserving the value, amenities, desirability and attractiveness of the land hereinabove described and identified, that the said Lots and parcels of land hereinabove described and identified are held and shall be hereafter conveyed subject to the covenants, conditions, stipulations, easements, and restrictions herein set forth, and same shall be considered a part of each contract, deed, or conveyance affecting said lands, or any portion of same, as though fully incorporated therein, and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Declarant and its successors and assigns and all subsequent purchasers of said lands or any portion of same.

ARTICLE III

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

A. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

B It is agreed that all sales and conveyances of Lots by contract, deed or other conveyance and dedications of streets in said subdivision shall be subject to the easements and rights-of-way as shown in the Subdivision Plat as hereinabove set forth, and to any easements over, under, and along, or across such portion of each Lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing, and maintaining public utilities, water lines, sewer lines, electric lighting and telephone poles, pipe lines, drainage ditches or structures, and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purposes aforesaid

C Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be for the general benefit of the subdivision and the property owners thereof and must be reserved and created in favor of any and all utility companies into and upon said property for the purposes hereinabove set forth.

D Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, structures or buildings 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 Declarant, utility company, authorized political subdivision, or their assigns, agents, employees or servants

E It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed, or other conveyance shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or

appurtenances thereto constructed by or order Declarant or any
easement owner, or their agents, through, along or upon the premises
affected thereby, or any part thereof, to serve said land or other
portion of the Properties, and, where not affected, the right to
maintain, repair, sell or lease such appurtenances to any municipality
or other governmental agency or to any public service corporation or
to any other party, and such right is hereby expressly reserved

F. Declarant shall have the right (but shall never be obligated)
to subdivide or resubdivide into lots, by recorded plat or in any
other lawful manner, all or any part of the property in Quail Forest,
Section One

G. Quail Forest, Section One is part of a larger tract or block
of land owned by Declarant. While Declarant may subdivide other
portions of its property, or may subject the same to a Declaration,
Declarant shall have no obligation to do so, and if Declarant elects
to do so, any Subdivision Plat or Declaration executed by Declarant
with respect to any of its property may be the same or similar or
dissimilar to any Subdivision Plat covering Quail Forest, Section One,
or any part thereof, or to this Declaration. The property shown as
Unrestricted Reserves on the Quail Forest, Section One Plat is a part
of the other property of Declarant referred to herein.

H. Declarant reserves the right, during the installation of
paving adjacent to the Properties, to enter onto any of the Properties
for the purpose of disposing of street excavation, including the
removal of any trees, if necessary, whether or not the Properties have
been conveyed to any other Owner or Owners or if a contract for sale
or other lawful instrument of sale has been executed covering the
Properties.

ARTICLE IV

USE OF LAND

A. All Lots shall be used for single family residential purposes
only (hereinafter sometimes referred to as "Residential Lots"), and no
business, professional, commercial, or manufacturing use shall be made
of any of said Lots, even though such business, professional,
commercial, or manufacturing use be subordinate to use of the premises
as a residence. No structure other than one single family residence

and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the subdivision. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments for rental purposes or apartment houses.

B. No signs, billboards, posters, or advertising devices of any kind shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Architectural Control Committee except (a) one sign of not more than five (5) square feet advertising the particular Lot or plot on which the sign is situated for sale or rent, and (b) one sign of not more than five (5) square feet to identify the particular Lot or plot 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 Declarant to construct and maintain or to allow builders within the Subdivision to construct and maintain, or to assign such rights to such entities and successors or assigns of such entities as it deems fit to construct and maintain such signs, billboards, and advertising devices as is customary in connection with the general sale of property in this subdivision.

C. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

D. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No spiritous, vinous, malt, or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

F. No Owner of any Lot in Quail Forest, Section One nor any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots other than work of a temporary nature.

G. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7 00 A.M. and before 10 00 P.M.

H. Mailboxes, house numbers and similar matter used in Quail Forest, Section One, must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not so harmonious is final.

I. 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. 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; and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal.

J. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced, and then such materials shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected with the exception that during construction of the original improvements some building materials may be placed or stored between the pavement and the property line. Such materials may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

der no circumstances shall building materials be placed or stored on the street paving.

K. A lot which fronts upon a Collector Street shall have direct driveway access from such Collector Street. As used herein, the term "Collector Street" shall mean and refer to any street which is not a cul-de-sac. A garage on a lot which fronts on a Cul-de-sac shall have direct driveway access only from the abutting Cul-de-sac Street. The Owner of each lot shall construct and maintain at his expense the driveway from his garage to the abutting Cul-de-sac or Collector Street, whichever is permitted, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. No Owner of a lot shall have the right, by virtue of such ownership, to make any improvement to a Collector Street, or a Cul-de-sac Street.

L. All electrical, telephone, and other utility lines and facilities which (i) are located on a lot, (ii) are not within a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

M. The Owner of each lot used as a residence, as a minimum, shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Cul-de-sac or Collector Street. The grass shall be of a type and within standards prescribed by the Architectural Control Committee.

ARTICLE V

ARCHITECTURAL RESTRICTIONS

A. Only one single family residence, which shall be a detached, single family dwelling, of one story, one and one-half story, or two story construction, shall be built or permitted on each lot. All lots shall have an enclosed garage, either attached or detached, for not less than two cars nor more than three cars. Carports or residential lots are prohibited.

B. No structure of a temporary nature, whether trailer, basement, tent, shack, garage, barn, or any other accessory structure

or outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence or other building of any kind or character be moved onto a residential lot, it being the intention that only new construction be placed and erected thereon. No water well, septic tank, disposal plant, outside toilet, or cesspool shall be built on any lot or maintained thereon provided, however, that Declarant, its sales agents, successors and assigns, reserves the exclusive right to erect, place and maintain such facilities upon any portions of the Properties, or to grant builders the right of erection, placement and maintenance of such facilities upon any portion of the Properties as Declarant, its successors and assigns in its sole discretion may deem necessary or convenient while selling lots, selling or constructing residences and/or constructing other improvements upon the Properties. Such facilities may include, but shall not necessarily be limited to, sales and construction offices, storage areas, model units, and portable toilet facilities.

C. Unless otherwise approved by the Architectural Control Committee, or unless otherwise stipulated herein, all improvements shall be constructed on the lot so as to front the street upon which such lot faces.

D. Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts.

E. The ground floor area of any one-story, single family dwelling, exclusive of open porches and garages, shall contain not less than 1650 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 900 square feet, and the total living area of any one and one-half or two story, single family dwelling, exclusive of porches and garages, shall contain not less than 1650 square feet.

F. The building lines of any residence to be erected in Quail Forest, Section One are as follows, provided that, for the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Architectural Control

Committee, each main residence building will face the front of the Lot, and each attached or detached garage will either face upon the front lot line or face upon a line drawn perpendicular to the front lot line, and shall not be located nearer to the front lot line than the minimum building setback lines shown on the recorded plat, provided, however, that upon approval of the Architectural Control Committee, any detached garage located more than sixty-five (65) feet from the front lot line shall not be required to face upon said lot line. Driveway access will be provided from the front lot line only, except that said access may be provided to corner Lots from a side street. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. No dwelling shall be located on any Lot nearer than the ground easement on the rear lot line. No building shall be located nearer than five (5) feet to an interior lot line, except that any building may be located not less than three (3) feet from an interior lot line provided that the building or buildings on the adjacent lot are complete and situated in such a manner as to be no closer than ten (10) feet to the nearest adjoining building. It is the purpose of this provision to maintain at least a ten (10) foot separation between buildings on contiguous Lots, while also allowing structures to be built as close as three (3) feet to an interior lot line. It shall be further provided that a garage which is located more than sixty-five (65) feet from the front lot line may be located no less than three (3) feet from any interior lot line, provided, however, in no case shall any main residence building or appurtenance thereto be located nearer than three (3) feet to any utility easement. No accessory building, having first been determined to be permitted by and acceptable to the Architectural Control Committee, shall be erected on any Lot nearer than sixty-five (65) feet to the front property line nor nearer than three (3) feet to either side property line nor nearer than the ground easement on the rear property line of said lot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the main residence building, provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot.

G. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

H. No radio or television wires or antennae shall be maintained on any portion of any residential lots between any street adjoining same and the front of the house situated on such lot, nor shall any antennae of any style, including free-standing antennae, be permitted which extend more than fifteen (15) feet above the height of the roof of the residence on said lot.

I. No single family dwelling shall be erected or placed on any lot or combination of lots having a lot width at the main building setback line less than the shortest lot width to be found at the minimum building setback line on any lot as presently platted on the aforementioned plat of Quail Forest, Section One, and no dwelling shall be erected or placed on any lot or combination of lots having a lot area less than the smallest lot presently platted on the aforementioned plat of Quail Forest, Section One.

J. Unless otherwise approved by the Architectural Control Committee, at least fifty-one percent (51%) of the exterior wall area of all single family dwellings built in Quail Forest, Section One, excluding gables, windows, and door openings, must be of masonry or brick-veneer. No garage or permitted accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Control Committee. Every garage and permitted accessory building, except a greenhouse, shall correspond in style and architecture with the dwelling to which it is appurtenant.

K. No building of any kind or character which incorporates frame construction on the exterior shall be erected on any lot unless same, at the time of construction, shall receive at least two coats of paint, unless the exterior is of redwood or cedar material.

L Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons on any Lot or adjacent Lot, shall be promptly removed or repaired and if not removed by Owner upon request, then, the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage done in such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or extra soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may but is not obligated to cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment which, in the discretion of the Board of Directors of the Association, shall be screened from view to preserve the beauty of the Properties. There is hereby reserved in favor of the Association the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Provided, further, if a Lot is visible to full public view the owner shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles which are incident to the normal residential requirements of a typical family.

M An underground electric distribution system will be installed within the Quail Forest, Section One Subdivision which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the Quail Forest, Section One Subdivision. 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 Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers 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 the 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, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement and/or addition is determined by the company to be necessary, provided that in no instance shall Declarant be obligated to pay the electric company such amount representing the excess in

cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

The provisions of the two preceding sections shall also apply to any future residential development in Reserve(s), if any, shown on the plat of Quail Forest, Section One Subdivision, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1 75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding sections do not apply to any future nonresidential development in such Reserve(s).

N. Easements for the underground service may be crossed by driveways and walkways provided that the Builder makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such 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, flowers, or other improvements (other than crossing driveways or walkways provided conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

O. 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

P. Before the construction of any single family dwelling is completed, the Builder shall construct in the adjacent street

right-of-way a concrete sidewalk four feet (4') in width approximately parallel to the street curb and two to five feet (2' to 5') away from the lot line. The sidewalk shall extend the full width of the Lot. On corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner.

Q. Pursuant to 23 U.S.C.A. 5402(b) (1) (F) (Supp. 1976), curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided by Builder at the time of construction of all sidewalks. Curb ramps at crosswalks shall not be required for curbs without an accompanying sidewalk, however, the subsequent addition of a sidewalk will require the addition of the curb ramps as well. All curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

R. In the event of default on the part of the Owner or occupant of any Lot in observing the requirements herein set forth, or any of them, and the continuance of such default after ten (10) days written notice thereof, Declarant or its assigns or the Association shall, without liability to the Owner or occupant in trespass, or otherwise, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

S. The roof of any structure shall meet or exceed all FHA standards.

1. Composition type shingles shall have a color acceptable to the Architectural Control Committee.

T. No fence or wall shall be erected, placed, or altered on any Lot nearer to the street than the minimum building setback lines as

shown on the Subdivision Plat. The erection of chain link fences facing upon a street on any Lot is expressly prohibited.

U Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

V. Protective screening areas are established as shown on the recorded plat, or as might be required by FHA or VA. Except as otherwise provided herein, planting, fences or walls shall be provided by builder and maintained throughout the entire length of such areas by the Owner or Owners of the Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screening fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purposes of installation and maintenance of screening utilities and drainage facilities.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

A The duties and power of the Architectural Control Committee, their successors and the designated representatives as provided for hereinbelow shall cease on and after ten (10) years from the date of this instrument, or they shall serve until such time as all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). 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.

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 hereunder, and the Association shall pay such consultants for such services as they render to the Committee.

B. No building or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, maintained in Quail Forest, Section One, or shall any exterior addition or alteration therein be made, unless and until (1) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (2) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. 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 in its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, approval

thereof will not be required and the provisions of this Paragraph "B" will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify an outline of minimum acceptable construction standards, including but not limited to acceptable exterior materials and/or finishes which may be used in the construction, alteration, or repair of any improvement, provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum setbacks, the location, height, and extent of fences, walls, or other screening devices, and the orientation of structures with respect to streets, walks, paths and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgement, with the overall character and aesthetics of Quail Forest, Section One.

C. No construction of a building, structure, fence, wall, or other improvements shall be commenced in Quail Forest, Section One, until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within thirty (30) days after his name is submitted to it, approval will not be required and the provisions of this Paragraph "C" will be deemed to have been fully complied with.

D. If in the opinion of the Architectural Control Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need of such repairs or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said date then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate

of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

ARTICLE VII

MISCELLANEOUS RESTRICTIONS

A No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, or other vehicle of any kind shall be stored, parked or kept on any Lot or in the street in front of, or side of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day, provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage permitted on any Lot covered hereby, provided further, however, that during the construction of improvements on any Lot, necessary construction vehicles may be parked thereon for and curing the time of necessity therefor

B. No Lot shall be used for storage of commercial products, liquids, solid or otherwise, except those construction items which may from time to time be placed thereon by the Builder for construction purposes during the construction of the house thereon.

C No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties. Provided, however, that such air conditioners may be used in sales and construction offices as such offices are provided for herein.

ARTICLE VIII

QUAIL FOREST HOMEOWNERS ASSOCIATION, INC.

A. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas

B BOARD OF DIRECTORS The Association shall act through a Board of not less than three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association.

C MEMBERSHIP Every person or entity, who is a record Owner of any of the Properties which are subject, or which will be subject upon the completion of improvements thereon, to maintenance charge

111 100

assessment by the Association, including contract sellers, shall be a member of the Quail Forest Homeowners Association, Inc. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association, membership shall automatically pass with the title to the lot. Ownership of such land shall be the sole qualification for membership.

The Association shall have two classes of voting membership.

Class A Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Class B members shall be Declarant or its successors or any person or entity that acquires certain Lots within the Properties for purposes of development and to whom the rights and obligations of Declarant hereunder are specifically assigned by Declarant or its successors.

Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 1988, (Declarant hereby agrees to assign to the Association all of its rights and powers as herein expressly provided for at such time as the Class B membership shall terminate in accordance with the foregoing provisions.) Provided, however, that the Class B membership shall be automatically reinstated whenever additional property is subjected to the jurisdiction of the Association as hereinabove provided, and is impressed with an assessment equivalent to the assessment provided for herein, said Class B membership as reinstated being subject to further termination.

at midnight of the day falling ten (10) years after the date of the reinstatement of the Class B membership or at the time when, once again, the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership, whichever occurs earlier

Any voting may be by mail or in any open meeting, as designated by the By-Laws of Quail Forest Homeowners Association, Inc , which outlines in full all of the voting procedures, initiative and referendum procedures, its officers and their duties, and committees and their duties.

Quail Forest Homeowners Association, Inc , a Texas corporation, is a non-stock, non-profit corporation, with the principal purposes of The collection, expenditure, and management of the maintenance charge funds, enforcement of the Restrictions, providing for the maintenance, preservation and architectural control of the residential lots, houses, and Community Properties, if any, within the Quail Forest, Section One subdivision, the general overall supervision of all of the affairs and wellbeing of the subdivision and the promotion of the health, safety, and welfare of the residents within said subdivision, not the construction of any of its streets, utilities, residences, etc., however, nor the sale of property within the subdivision

Each member shall have the right to inspect the books and records of the Association during normal working hours, excluding holidays and week-ends, upon first giving reasonable notice to the officers of the Association

D MAINTENANCE ASSESSMENTS Declarant imposes on each Lot within the Properties and hereby covenants and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a vendor's lien which is hereby reserved in favor of the Association

and its successors and assigns, upon each Lot against which each such assessment is made to the same extent as if retained as a vendor's lien by Declarant in each deed to any such Lot and expressly assigned to the Association without recourse to any extent unto Declarant provided, however, that such lien shall be subordinate, inferior and secondary to any and all liens, mortgages and encumbrances, whether now or hereafter existing, that are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of any Lot situated within the plat establishing Quail Forest, Section One. Each such assessment, together with any accrued interest and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant, either to mortgage foreclosure or to any proceedings in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof covering any Lot shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

E. PURPOSE OF MAINTENANCE ASSESSMENTS The assessments levied and payable to the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for improvement, beautification, maintenance, management and operation of any Properties located within the jurisdiction of the Association. Quail Forest Homeowners Association, Inc. shall apply the total fund accumulated, so far as the same may be sufficient, towards the payment of maintenance expenses incurred for any or all of the following purposes to include by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging

or insect control, improving and maintaining streets, parks, parkways, and esplanades, subsidizing bus service, collecting and disposing of garbage, ashes, rubbish, and the like; caring for vacant lots, payment of legal and all other expenses incurred in connection with the collection, enforcement, and administration of the "Maintenance Fund", and the enforcement of all covenants and restrictions for the subdivision, maintenance and/or improvement of the Community Properties, operating or maintaining a swimming pool or other recreational area, if any, and doing any other manner of things necessary or desirable in the opinion of Quail Forest Homeowners Association, Inc. to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the Owners or occupants of the subdivision. It is understood that the judgement of Quail Forest Homeowners Association, Inc. in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith. The foregoing enumeration of the purposes of the assessments shall not be deemed to require the Association to use the funds derived from such assessments for any one or more of such purposes or to require that any particular amount of funds be expended for any particular purpose.

F. RATE, AMOUNT AND PAYMENT OF ANNUAL ASSESSMENTS. The rate at which each Lot within the Quail Forest, Section One subdivision with a living unit constructed thereon will be assessed and shall pay to the Quail Forest Homeowners Association, Inc. an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund" to be payable to the Quail Forest Homeowners Association, Inc. annually, in advance, shall not exceed \$144 except as hereinafter provided. The lots in the plat establishing Quail Forest, Section One shall each commence to bear their applicable Maintenance Fund assessment from and after that certain date fixed by the Board of Directors as the commencement date for same. Lots that are not occupied by residents and that are owned by Declarant, a builder or a building company shall be assessed from said commencement date at a rate of one-half (1/2) of the annual assessment provided for herein, but only at such time as they have been platted and improved. The rate of assessment for an individual lot shall change as the character

of ownership and the status of occupancy by a resident changes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of nine and one-half percent (9 1/2%) per annum. The Association may bring action at law to collect such assessment against the Owner personally obligated to pay the same and to foreclose the vendor's lien reserved herein against the Lot against which such assessment is levied or may enforce collection by any other means authorized by law. The Association shall be entitled to recover with interest accrued at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in forcing payment of such assessments. No Owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Community Properties or by abandonment or conveyance of his Lot. This annual maintenance charge may be adjusted from year to year by Quail Forest Homeowners Association, Inc., its successors and assigns, as the need of the subdivision may require, and in the judgement of the Association, its successors and assigns, but in no event shall the maximum charge be increased to more than the aforesaid \$144 plus the yearly rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July, or more than one hundred ten percent (110%) of the amount in the preceding calendar year, whichever is greater, except as provided hereinafter. Any greater increase shall require the vote of 2/3 of each class of members in the Association who are voting in person or by proxy, at the annual meeting of the Association or at a meeting duly called for this purpose.

G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Community Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose

H Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis

ARTICLE IX

Property Rights in the Community Properties

A Subject to the provisions herein stated, every member shall have a common right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot

B The rights and easements of enjoyment created hereby in favor of the members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for herein, and shall also be subject to the following rights of the Association

1. The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Properties, to charge admission and other fees as a condition to continued enjoyment by the members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, and interest thereon at the rate of ten percent (10%) per annum, shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the Association and all rights hereunder of the members shall be fully restored.
2. The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage

- 3 The Association shall have the right to suspend the voting rights and enjoyment rights of any member 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
- 4 The Association shall have the right to establish reasonable rules and regulations governing the members' use and enjoyment of the Community Properties, 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
- 5 Upon approval by two-thirds (2/3rds) of each class of members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of members.
6. The Association shall have the right, but not the obligation, to contract, on behalf of all Lots, for garbage and rubbish pickup and to charge the Owner of each Lot for his pro rata share to be determined by dividing the number of Lots being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein

C. Each member shall have the right to extend the rights and easements of enjoyment vested in him hereunder to the members of his family and/or to his tenants who reside in Quail Forest, Section One, or in other property which Declarant subjects to the jurisdiction of the Association and impresses with an assessment equivalent to the assessment imposed herein, and to such other persons as may be permitted by the Association.

ARTICLE X

Right To Enforce

The restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors and assigns, and all parties claiming through or under it or them, by the Association and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof, or any and all subsequent property owners in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no person or Declarant shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and

held in good faith against the Property, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants, and conditions mentioned herein. Invalidation of any one of these covenants by judgement, court order, or otherwise will in no way affect any of the other provisions which shall remain in full force and effect except as to any terms and provisions which are invalidated.

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the term and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted, and against the property to enforce any lien created by this Declaration. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant, or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

ARTICLE XI

General Provisions

A. 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 herein, in whole or in part. It shall be lawful for the Declarant, its successors or assigns, or other Lot Owners to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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

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.

D. Titles. The titles of this Declaration of Articles and Paragraphs contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Execution by the Architectural Control Committee. The Architectural Control Committee, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

F. Amendment. Subject to the provisions of Article XII, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3rds) of the votes cast by each Class of members at a meeting of Members. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

G. Successors in Title The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Quail Forest Development Corporation and the Architectural Control Committee and their respective successors and assigns.

H. This instrument may be executed in multiple counterparts, each of which shall be deemed to be an original

ARTICLE XII

Additions to Existing Property

Quail Forest, Section One is a part of a tract containing 192.6 acres, more or less, owned by Declarant and the remainder thereof or portions thereof as well as other lands adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of lots in each future section of Quail Forest so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the Maintenance Fund, hereinabove set forth, provided that each future section of Quail Forest must be impressed with and subject to the annual maintenance charge and assessment imposed hereby on a uniform, per lot basis, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Annexation of additional land shall require the consent of two-thirds (2/3) of each class of members of the Association. Provided, however, that upon submission and approval by FHA/VA of a general plan of the entire Quail Forest development, the foregoing requirement will not apply and such additional stages of development may be annexed by Declarant without such approval by the membership. Provided, that as long as there is a Class "B" membership, such annexation of additional properties shall require the prior approval of FHA or VA. Further, as long as there is a Class "B" membership, the dedication of Community Properties, if any, to the Association, the mortgaging of such Community Properties, and the amendment of this Declaration of Covenants and Restrictions shall require the prior approval of FHA or VA.

Upon a merger or consolidation of the Association with another Association, the Association's properties, rights, and obligations may be transferred to another 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 and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration. Provided, that no such merger shall be permitted except upon approval of two-thirds (2/3) vote of each class of members of the Association.

ARTICLE XIII

Mineral Exceptions

There is hereby excepted from the Properties, and Declarant will hereafter except from all its sales and conveyances of said Properties or any part thereof, including the Lots and Community Properties, if any, all oil, gas and other minerals in, on, or under said Properties owned by Declarant, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for, or development of oil, gas and other minerals.

ARTICLE XIV

Lienholder

First City National Bank of Houston, with its business domicile in Houston, Harris County, Texas, the Owner and holder of a lien or liens covering the Properties covered hereby, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions.

IN WITNESS WHEREOF, this Declaration is executed this 19th day of September, 1978.

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DECLARANT

QUAIL FOREST DEVELOPMENT CORPORATION,
a Texas corporation

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ATTEST

By [Signature]
Name Don M. Tebbel
Title Secretary

By [Signature]
Name E. Mitchell Smith, Jr.
Title President

LIENHOLDER

ATTEST

FIRST CITY NATIONAL BANK OF HOUSTON

By Michael Doherty
Name Michael DOHERTY
Title Assistant Vice President

By Robert E. Clayton
Name Robert E. CLAYTON
Title Vice President

QUAIL FOREST, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE

By E. Mitchell Smith, Jr.
Name E. MITCHELL SMITH, JR.

By George Dean
Name GEORGE DEAN

By Craig Rathmann
Name CRAIG RATHMANN

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. MITCHELL SMITH JR, PRESIDENT of QUAIL FOREST DEVELOPMENT, a 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 the 19 day of September, 1978



Maurice Matthews
Name MAURICE MATTHEWS
Notary Public in and for Harris County,
TEXAS
Commission Expires 8-23-80

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Clayton, Vice President of FIRST CITY NATIONAL BANK OF HOUSTON, a 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 the 26th day of Sept, 1978.

Deborah L. Wilcox
Name DEBORAH L. WILCOX
Notary Public in and for Harris County,
TEXAS
DEBORAH L. WILCOX

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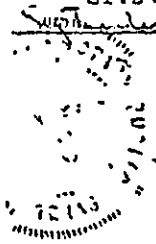
Notary Public in Harris County, Texas
My Commission Expires May 15 1980

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. MITCHELL SMITH, JR, known to me to be the person whose name is subscribed to the foregoing instrument, as a member of the QUAIL FOREST, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of September, 1978.



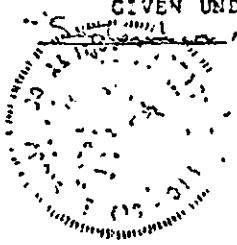
Maurine Matthews
Name MAURINE MATTHEWS
Notary Public in and for Harris County,
TEXAS
My Commission Expires 8-23-80

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE DEAN, known to me to be the person whose name is subscribed to the foregoing instrument, as a member of the QUAIL FOREST, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of September, 1978



Maurine Matthews
Name MAURINE MATTHEWS
Notary Public in and for Harris County,
TEXAS
My Commission Expires 8-23-80

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared R. CRAIG RATHMANN, known to me to be the person whose name is subscribed to the foregoing instrument, as a member of the QUAIL FOREST, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of September, 1978.



Maurine Matthews
Name MAURINE MATTHEWS
Notary Public in and for Harris County,
TEXAS
My Commission Expires 8-23-80

RETURN TO
DON DEAN
GLENN COBBINS INC
748 ESPERSON³³ BLDG
HOUSTON TEX. 77002