

Section I

To: Restrictions

Quail Valley Patio Homes

THE STATE OF TEXAS X 188565

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND X

WHEREAS, Farm and Home Savings Association, Nevada, Missouri, acting through MacNaughton & Co., Trustee, Agent and Attorney-in-Fact, is the owner of all of the building lots, as hereinafter defined, in that certain Subdivision known as Quail Valley Patio Homes, an addition in Fort Bend County, Texas, according to the plat thereof filed for record in the Map Records of the County Clerk of Fort Bend County, Texas, in Volume 7, Page 12-B of said Map Records; and

WHEREAS, Quail Valley Patio Homes Association, Inc., is the owner of all property other than the building lots (such property other than the building lots being referred to herein as the "common property", as such term is hereinafter further defined), in said Subdivision known as Quail Valley Patio Homes; and

WHEREAS, it is the desire of MacNaughton & Co., Trustee, and Quail Valley Patio Homes Association, Inc., to place restrictions, covenants, conditions, stipulations, reservations and easements upon and against such property comprising said Quail Valley Patio Homes, in order to create and carry out a uniform plan for the improvement, development and sale of the building lots, for the benefit of the present and future owners of said property.

NOW, THEREFORE, the covenants, conditions, restrictions and easements hereinafter set out shall be, and the same are, made applicable to Quail Valley Patio Homes, an addition in Fort Bend County, Texas, the plat of which was filed in the Map Records of the County Clerk of Fort Bend County, Texas, in Volume 7, Page 12B of said Map Records. The covenants, conditions, restrictions, and easements shall apply uniformly in the use, occupancy and conveyance of all property in Quail Valley Patio Homes, including the occupancy and conveyance of all building lots and each contract or deed which may be executed with regard to any of such property in Quail Valley Patio Homes shall be conclusively held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, and easements as though set out in full or by reference in said contract or deed:

1. Building Lots as the term is used in these restrictions means lots one (1) through eighty-nine (89) as indicated by number on the map of Quail Valley Patio Homes, recorded in Volume 7, Page 12B of the Map Records of Fort Bend County, Texas.

2. Common Property as the term is used in these restrictions means all property described in the recorded plat of Quail Valley Patio Homes, other than the property specifically designated as lots one (1) through eighty-nine (89), on said plat.

3. The common property shall be improved, maintained and used in accordance with the following terms and conditions:

a) That portion of the common property designated on said recorded plat as private streets shall be improved, maintained and used solely as private streets for the building lot owners and their guests, invitees and licensees. Quail Valley Patio Homes Association, Inc., shall have full control and discretion with respect to the details of such improvements and maintenance.

b) That portion of the common property not designated on the recorded plat as private streets shall be improved, maintained and used solely for the building lot owners, their guests, invitees and licensees as private sidewalks, private landscaped areas with trees, shrubs, walks and plantings, and a private park and playground area with landscaping, lighting fixtures, recreation and playground equipment, swimming pool, and the like harmonious and consistent with an open and accessible area. Quail Valley Patio Homes Association, Inc., shall have full control and discretion with the details and location of such items, as well as the improving and maintaining of same.

4. Quail Valley Patio Homes Association, Inc., shall perform all functions necessary for the proper maintenance, upkeep and repair of the common property and all improvements, fixtures and equipment thereon, including without limitation repairs and replacements of the improvements, fixtures and equipment, cleaning of the premises and payment of all ad valorem taxes and assessments levied or imposed against the common property.

5. No building lot shall be used for any purpose except single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude commercial and professional uses, and to exclude hospitals, duplex-houses and apartment houses; any such uses of this property are hereby expressly prohibited. No business activities of any kind whatever shall be conducted in any Patio Home or on any building lot after said lot has been improved with a Patio Home and sold to an owner-occupant.



6. No residence or other improvement shall be erected, placed or altered on any building lot until the construction plans, specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee, composed of three (3) members. The names and addresses of the initial Architectural Control Committee are as follows:

<u>Name</u>	<u>Address</u>
J. H. MacNaughton	P. O. Box 45, Addicks, Texas 77410
Jack B. Miller	P. O. Box 445, Missouri City, Texas, 77459
Thomas H. Overstreet	#3 Inwood Oaks, Houston, Texas 77024

A majority of the Committee may designate a representative to act for it, and approval of plans and specifications for the erection or alteration of improvements, or any other approval which is required by these restrictions, shall be considered to have been given by the Architectural Control Committee when two members of the Committee have given their written approval to such plans and specifications or other matters requiring Committee approval. In the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor, provided such successor is either an officer of Quail Valley Patio Homes Association, Inc., or a building lot owner. Within sixty (60) days after the last building lot is sold to individual buyers who plan to construct thereon a residence for their personal use and occupancy, the initial Committee members who are not at that time building lot owners shall be required to resign from the Architectural Control Committee by first, as a group, selecting their successors from among the building lot owners, and by giving written notice to all building lot owners of the effective date of their resignation and the names and addresses of their successors so elected. Thereafter, in the event of death or resignation of any members of the Committee, the remaining members shall have full authority to select a successor, provided such successor is a building lot owner. Neither the members of the initial Architectural Control Committee, nor their successors, shall be entitled to any compensation for services performed pursuant to this covenant.

7. Each building lot owner, when he constructs a residence upon any building lot, shall be required to construct at his sole cost and expense.

driveways and parking spaces on such lot of a type and quality approved by the Architectural Control Committee. The building lot owner shall construct four parking spaces on said lot as restricted for the sole use of said owner and his guests. All other parking spaces shall be available for use by other lot owners and their guests, and an express easement in favor of such other lot owners is hereby created for such purposes.

8. Each building lot acquired by individual owners for use as a single family residence for their personal use and occupancy shall be subject to an annual maintenance charge at the rate of \$240.00 per lot to be known as "maintenance fund", which said charge shall be payable to Quail Valley Patio Homes Association, Inc., by each such building lot owner commencing on the date the deed to the building lot owner is recorded, the first such payment to be pro-rated for the amount of the annual charge due for the balance of the calendar year in which such lot is acquired, and payment of subsequent years' maintenance fund charge shall be payable in advance on or before the first day of January of each succeeding year. To secure the payment of such maintenance charge, a lien is hereby created (which may be foreclosed in the same manner as a mortgage lien) against the building lot and improvements thereon in favor of Quail Valley Patio Homes Association, Inc. or any successor thereto to which the common area may be conveyed, such lien being expressly subordinate and inferior to any mortgage or deed of trust on said lot securing the payment of a construction or purchase money loan. Such maintenance charge may be adjusted by Quail Valley Patio Homes Association, Inc., over and above \$240.00 per building lot per year as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$360.00 nor reduced below \$240.00 per building lot unless approval of such increase or decrease is first given in writing by seventy-five (75%) percent of the building lot owners to which the charge is applicable, provided, however, that in no event shall the aggregate of such annual charges be reduced below the amount required to pay for maintenance of the private streets and payment of ad valorem taxes on the common area. Quail Valley Patio Homes Association, Inc., shall apply the total fund arising from such charge, first to the payment of ad valorem taxes and other assessments levied or imposed against the common property and maintenance of the private streets shown on said plat, and secondly, to the extent funds are available, for the following

additional purposes: for the upkeep, repair and maintenance of all other common property and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment; to provide for the landscaping of the common property necessary to provide a uniform scheme of landscaping for the whole subdivision; for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the above maintenance charge applies; for the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; for the collection of trash or garbage; for employing policemen and watchmen; for caring for vacant building lots, and doing any other thing necessary or desirable in the opinion of the officers and directors of Quail Valley Patio Homes Association, Inc., to keep the property in the subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the building lots, it being understood that the judgment of the officers and directors of Quail Valley Patio Homes Association, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

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

10. No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other outbuilding shall be used on any building lot at any time as a residence, either temporarily or permanently.

11. No signs of any kind shall be displayed to the public view on any building lot unless and until such sign shall have been approved by the Architectural Control Committee.

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

13. No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any building lot; except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building lot in the subdivision or on the common property.

14. No building lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Architectural Control Committee.

15. Without prior approval by the Architectural Control Committee, no building material of any kind or character shall be placed or stored upon any building lot until the owner is ready to commence improvements, and then such materials shall be placed within the property line of the building lot upon which the improvements are to be erected, and shall not be placed in the street or other common property.

16. Grass, weeds and vegetation on each building lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from building lots. Until a residence is built on a building lot, Quail Valley Patio Homes Association, Inc. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property.

17. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building lot.

18. Each single family residence on each lot shall contain not less than sixteen hundred (1600) square feet of living area exclusive of porches, screened or otherwise, atriums or patios. Each residence may be constructed to one lot side line, and construction on the opposite side line of each lot shall be at least ten (10) feet from the side property line to the effect that there shall always be a minimum of ten (10) feet between the side walls of structures placed on adjoining lots. Structures may be placed

to the front and rear of lot lines without set back subject to the on-lot parking requirements set forth in article seven (7) hereof.

19. There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to Quail Valley Patio Homes Association, Inc., its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved or thereafter approved by MacNaughton & Co., Trustee or Quail Valley Patio Homes Association, Inc. Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, MacNaughton & Co., Trustee, or Quail Valley Patio Homes Association, Inc., shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easement on said premises.

Underground Electrical Service:

(a) Underground single phase electric service shall be available to 89 residential homes on the aforesaid 89 lots and to the recreation buildings to be constructed on the common area, and the metering equipment shall be located at a point to be designated by the utility company.

(b) For so long as such underground service is maintained, the electric service to each home and the recreation building shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

(c) Easements for the underground service may be crossed by driveways and walkways provided the declarant or builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither declarant 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 of the Owner located on the land covered by said easements.

20. These restrictions and the maintenance charge shall remain effective perpetually. The agreements and covenants herein contained having to do with the common property and all other covenants shall be considered and construed as covenants running with the land and shall be binding upon MacNaughton & Co., Trustee, Quail Valley Patio Homes Association, Inc., their heirs, successors and assigns, and shall inure to the benefit of the owners of the building lots, their mortgagees or beneficiaries of deeds of trust or lessees of any part of the building lots and their respective successors and assigns, who shall be privileged hereunder to enforce the uses hereinabove specified and the covenants herein contained.

21. Violations of any restrictions, condition or covenant herein shall give MacNaughton & Co., Trustee, or Quail Valley Patio Homes Association, Inc., and their respective assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the building lot owner, and such entry and abatement or removal shall not be deemed a trespass.

22. Enforcement of the restrictions, covenants and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall not, in any wise, affect any of the other provisions which shall remain in full force and effect.

23. Any violation of the covenants, conditions, restrictions, or easements contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building lot at the time that the easement, restriction, reservation or covenant may be violated.

WITNESS OUR HANDS at Houston, Texas, on this the 25th day of November, 1970.

ATTEST:

[Signature]
Secretary

MacNAUGHTON & CO., TRUSTEE

[Signature]

ATTEST:

[Signature]
Secretary

QUAIL VALLEY PATIO HOMES ASSOCIATION, INC.

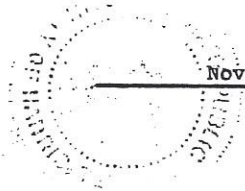
[Signature]
President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

536 553

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of MacNaughton & Co., Trustee, 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 and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of
November, 1970.



Verna Connor
Notary Public, Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of Quail Valley Patio Homes Association, Inc., 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 and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of
November, 1970.



Verna Connor
Notary Public, Harris County, Texas

FILED FOR RECORD
AT 1 O'CLOCK P.M.

DEC 1 1970

Ella Macels
County Clerk, Fort Bend, Co., Tex.

41394

DEED

DEED

COMPARED

1092 PAGE 847

1089 PAGE 444

Section I

AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, STIPULATIONS, RESERVATIONS AND EASEMENTS OF QUAIL VALLEY PATIO HOMES ASSOCIATION, INC.

THE STATE OF TEXAS §
COUNTY OF FT. BEND §

WHEREAS, by Declaration recorded in the Deed records of the County Clerk of Ft. Bend County, Texas, in Volume 536, Pages 545 through 553, certain restrictions, covenants, conditions, stipulations, reservations and easements (hereinafter referred to as "DECLARATIONS") affecting a certain subdivision known as QUAIL VALLEY PATIO HOMES, an addition in Ft. Bend County, Texas, according to the plat thereof recorded in Volume 7, Page 12B of the map records of Ft. Bend County, Texas, and the replat thereof recorded in Volume 8, Page 8, of the plat records of Ft. Bend County, Texas, have governed the affairs of QUAIL VALLEY PATIO HOMES ASSOCIATION, INC., the owner of all property in said subdivision excluding building lots and,

WHEREAS, the undersigned, duly elected Trustees of said association, in conformity with the procedures set forth in said DECLARATIONS, have obtained sufficient signatures to amend a provision of the DECLARATIONS.

NOW THEREFORE, WE, the undersigned Trustees, certify, as required by Article 8 of the DECLARATIONS, that 75% of the building lot owners to which the charge hereinafter stated is applicable, have approved by their written signatures, an increase, as hereinafter stated, of the maximum allowable annual maintenance charge provided for by Article 8 of the DECLARATIONS.

WE FURTHER certify that the building lots affected are lots numbered 1 through 89, and those only, and that there have

been collected, the signatures of approval of the owners of sixty-nine (69) lots, being nine (9) more than the minimum needed, 67 signatures.

WE FURTHER certify that Article 8 of the DECLARATIONS is amended so that the maximum allowable annual maintenance charge is, and shall be, the sum of FOUR HUNDRED EIGHTY AND NO/100 (\$480.00) DOLLARS instead of THREE HUNDRED SIXTY AND NO/100 (\$360.00) DOLLARS , as previously provided.

QUAIL VALLEY PATIO HOMES ASSOCIATION, INC.

By: George Rowan
GEORGE ROWAN, Trustee

By: Muriel Leavitt
MURIEL LEAVITT, Trustee

By: Edward Holloway
EDWARD HOLLOWAY, Trustee

THE STATE OF TEXAS §
COUNTY OF FT. BEND §

BEFORE ME, the undersigned authority, appeared GEORGE ROWAN, Trustee of QUAIL VALLEY PATIO HOMES ASSOCIATION, INC., who acknowledged to me that he executed the foregoing document for the purposes therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of October, 1982

Carl Chodnick
Notary Public in and for the State of TEXAS
Printed Name
My commission expires: 9-6-84

THE STATE OF TEXAS §
COUNTY OF FT. BEND §

BEFORE ME, the undersigned authority, appeared MURIEL LEAVITT, Trustee of QUAIL VALLEY PATIO HOMES ASSOCIATION, INC., who

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on



OCT 11 1982

Pearl Elliott
County Clerk, Fort Bend Co., Tex.

DEED

19 284

VII 1092 PAGE 849

acknowledged to me that she executed the foregoing document for the purposes therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of October, 1982

P. C. Chadwick
Notary Public in and for
the State of TEXAS
P. C. CHADWICK
Printed Name
My commission expires: 9-6-84

THE STATE OF TEXAS §
COUNTY OF FT. BEND §

BEFORE ME, the undersigned authority, appeared EDWARD HOLLOWAY, Trustee of QUAIL VALLEY PATIO HOMES ASSOCIATION, INC., who acknowledged to me that he executed the foregoing document for the purposes therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of October, 1982

P. C. Chadwick
Notary Public in and for
the State of TEXAS
P. C. CHADWICK
Printed Name
My commission expires: 9-6-84

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on



NOV 11 1982

Pearl Elliott
County Clerk, Fort Bend Co., Tex.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on



OCT 26 1982

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

Return to:
EDWARD HELLER, P.C.
ATTORNEY AT LAW
6300 HILLCROFT
SUITE 604
HOUSTON, TEXAS 77081