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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
TEXANA PLANTATION, SECTION ONE (1)

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FOR TEXANA PLANTATION, SECTION ONE (1)

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TEXANA PLANTATION, SECTION ONE (1)**

THIS DECLARATION (this "Declaration"), made as of the date hereinafter set forth by Texana Plantation, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the approximately 69.55 acre tract of real property in the Randall Jones League, Abstract No. 42 in Fort Bend County, Texas that has been platted and subdivided as Texana Plantation, Section One according to the plat thereof recorded under Slide Nos. 1624/A and 1624/B (the "Subdivision"); and

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of property within the above described subdivision and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto is hereby subjected to the provisions of this Declaration and such property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE I
DEFINITIONS**

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

SECTION 1. "Area of Common Responsibility" shall mean the Common Area, together with those other areas, if any, which become the responsibility of the Association. Rights-of-ways and easements within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 2. "Articles of Incorporation" means the Articles of Incorporation of the Texana Plantation Homeowners Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 3. "Assessments" shall mean the annual assessments levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein, special assessments, and/or any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

SECTION 4. "Association" shall mean and refer to Texana Plantation Homeowners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

SECTION 5. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, including, without limitation, the expenses incurred by the Association in performing certain obligations under the Water Supply Contract (as hereinafter defined), all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's By-Laws and Articles of Incorporation.

SECTION 6. "Board of Directors" or "Board" shall mean the governing body of the Association.

SECTION 7. "Builder" shall mean and refer to any Person undertaking the construction of a Single Family Residence on a Lot for the purpose of selling same.

SECTION 8. "Builder Guidelines" shall mean and refer to certain detailed standards and requirements for the construction of improvements which are adopted from time to time by the Texana Plantation Architectural Review Committee and which must be complied with by an Owner in order to obtain approval of the plans and specifications for proposed improvements on a Lot in the Subdivision as required by this Declaration. Copies of the Builder Guidelines and any amendments thereto shall be provided by the Association to Owners, their architects, engineers and designers upon request for a reasonable charge established by the Board from time to time.

SECTION 9. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 10. "Common Area" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, as well as to the contract rights and obligations of the Association under the Water Supply Contract held for the benefit of the Members.

SECTION 11. "Declarant" shall mean and refer to Texana Plantation, Ltd., a Texas limited partnership, and its successors and assigns, provided such assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the property subject to this Declaration or

property annexed to the jurisdiction of the Association, and provided further, in the instrument of conveyance to such assign or by a separate written instrument placed of record in the real property records of Fort Bend County, Texas, such assign is designated as the "Declarant" hereunder by the "Declarant" hereunder at such time. Upon such designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

SECTION 12. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Texana Plantation, Section One (1), as it may hereafter be amended.

SECTION 13. "Exempt Property" shall have the meaning set forth in Section 8 of Article III hereof.

SECTION 14. "Landscaping Guidelines" shall mean and refer to written landscape design, installation and maintenance criteria for the Lots which are adopted by the Texana Plantation Architectural Review Committee.

SECTION 15. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended by the Declarant that a Single Family Residence be constructed, including lots created by the platting of a reserve tract or the replatting of a Lot; provided, however, no Lot may be replatted to increase the number of Lots if any resulting replatted Lot contains less than one-half ($\frac{1}{2}$) of an acre. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of two (2) adjacent Lots shall have the right to consolidate such Lots into a single Lot either by replatting such Lots or by constructing a Single Family Residence across the common line of such Lots. Upon any such replatting or the construction of a Single Family Residence across the common Lot line, the former Lots shall thereafter be considered as a single Lot for all purposes of this Declaration.

SECTION 16. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

SECTION 17. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 18. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 19. "Occupant" shall mean any person occupying all or any portion of the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 20. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to a Lot within the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 21. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 22. "Properties" shall mean and refer to (i) the real property described in Exhibit "A" attached hereto and (ii) such additions thereto of other real property as may be brought within the jurisdiction of the Association in accordance with this Declaration.

SECTION 23. "Single Family Residence" shall mean and refer to a detached single family residence.

SECTION 24. "Street" shall mean and refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare within the Properties, whether private or public.

SECTION 25. "Supplemental Declaration" shall refer to a separate declaration of covenants, conditions and restrictions which is imposed on property within the jurisdiction of the Association which may be enforced by the Association.

SECTION 26. "Texana Plantation Architectural Review Committee" or "Texana Plantation ARC" refers to the committee created by Section 2 of Article VI hereof.

SECTION 27. "Water Supply Contract" refers to that certain Interim Water and Emergency Water Supply Contract dated December 17, 1996 between Peyton Martin, Trustee and Pecan Grove Municipal Utility District, the rights of Peyton Martin, Trustee thereunder having been assigned to the Declarant. The Association shall approve and execute such contract as contemplated thereby.

ARTICLE II

TEXANA PLANTATION HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association, and architectural control of the Lots.

SECTION 2. MEMBERSHIP. Every Owner of a Lot within the Properties, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In

the event the Owner of a Lot is more than one (1, Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board, subject to the provisions of this Declaration and the By-Laws.

SECTION 3. VOTING. The Association shall initially have two classes of voting membership:

- (a) 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 of which they are the Owner.
- (b) CLASS B. Class B members shall be the Declarant who shall be entitled to one (1) vote for each Lot of which it is the Owner.

In the event the Owner of a Lot is one or more persons or entities, the vote for such Lot shall be exercised as those members among themselves determine but in no event shall more than one vote be cast with respect to each Lot in which such members own undivided interests. The vote for such Lot shall be suspended in the event more than one member seeks to exercise it. The voting rights of a Lot owned by a corporation, a partnership or other entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The Class B membership shall cease and be converted to Class A membership on the date on which the Declarant has sold and conveyed all Lots owned by it in the Properties. However, in the event that additional property owned by the Declarant is thereafter annexed into the jurisdiction of the Association, the Class B membership of the Declarant shall be reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Properties as well as to all Lots owned by Declarant in all other areas of the Properties. Such reinstatement is subject to further cessation (and subsequent reinstatement at the time of subsequent annexations to the Properties).

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The Assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and Occupants in the Properties. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. The funds obtained by the Association may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping in the Area of Common Responsibility;
- vi. Purchasing and constructing or installing any improvements to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Contracting for the installation and maintenance of street lights in the Properties;
- ix. Inspecting and maintaining the individual sanitary sewer treatment systems to be installed by the Owners of Lots within the Properties;
- x. Maintaining, repairing, replacing and/or reconstructing private Streets within the jurisdiction of the Association;
- xi. Assumption and payment of the obligations of Peyton Martin, Trustee under the Water Supply Contract, including the obligation to mow and maintain the easement areas within which a water supply line is extended from the District's facilities to the Properties until the Water Supply Contract is assigned to and accepted by a water district which encompasses the Properties and such water district has sold its first issue of bonds, all as provided in the Water Supply Contract;
- xii. Collecting and disposing of trash, garbage, rubbish and other similar materials if the

Board decides to provide such service to the Properties;

- xiii. Payment of legal fees and expenses incurred to collect Assessments and enforce this Declaration;
- xiv. Employing policemen or watchmen and/or a security service;
- xv. Contracting for insect and pest control such as mosquito fogging;
- xvi. Carrying out the duties of the Board of Directors of the Association;
- xvii. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xviii. Carrying out such purposes of the Association as generally benefit the Members of the Association.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(a) Annual Assessments. Annual assessments shall be levied by the Board on the Lots to enable it to pay the Association Expenses. The initial annual assessment shall commence on January 1, 1998 or such later date as the Board determines. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual assessments shall be levied for each calendar year in advance.

(b) Maximum Annual Assessment. The maximum annual assessments for 1998 shall be \$1,000.00 per Lot. Each year thereafter the maximum annual assessment may be increased by the Board of Directors, at its sole discretion, by an amount equal to a fifteen percent (15%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. The maximum annual assessment per Lot may be increased above fifteen percent (15%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting of the Members duly called for such purpose.

(c) Special Assessments. In addition to the annual assessments authorized herein, the Board may levy one or more special assessments in any year for the purpose of defraying, in whole or in part, the cost of any acquisition or purchase, construction, reconstruction, or repair or replacement of a capital

improvement located within the Area of Common Responsibility, including fixtures and personal property related thereto, or the cost of other capital improvements determined by the Board to benefit the Owners and Occupants or for the purpose of enabling the Association to perform the obligations assumed by it under the Water Supply Contract. Any special assessment by the Board must have the assent of two-thirds (2/3rds) of the votes of the Members of the Association who are voting in person or by proxy at a meeting called for such purpose and the Declarant as long as it owns any portion of the Properties; provided, however, a special assessment to obtain funds to enable the Association to perform the obligations assumed by it under the Water Supply Contract shall not require such approval of the Members and the Declarant.

If a special assessment is levied, it shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Written notice of any meeting called for the purpose of approving a special assessment, if required hereby, shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

(d) Rate of Assessments. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates.

SECTION 3. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the Lot against which the Assessment is made as hereinafter provided in this Section 3.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance

of the Lot owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the Lot previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such land was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning a Lot against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association did mail or deliver such notice to the most recent address of the Person according to the records of the Association.

SECTION 4. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year or such other fiscal year as the Board may adopt which shall be used to determine the annual assessment amount. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

SECTION 5. LIEN FOR ASSESSMENTS. All sums assessed against any Lot subject to this Declaration pursuant to this Declaration, together with interest, collection and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any Lot subject to this Declaration after this Declaration shall have been recorded in the real property records of Fort Bend County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 6. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Fort Bend County, Texas. Sale or transfer of any Lot subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or modifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. The Owner shall have no right of redemption after or resulting from a

foreclosure sale of the Association's lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein by non-use of Common Area or abandonment of the Lot owned by such Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 8. EXEMPT PROPERTY. The following property shall be exempt from annual assessments and special assessments:

(a) all property owned by any governmental authority or public utility;

(b) all property owned by a non-profit organization and restricted for use or used as a private school or church; provided, however, the availability of such exemption is contingent upon prior approval by the Board; and

(c) Common Area and property designated on the Declarant's land plan for conveyance to the Association or a governmental authority at a future date.

The Person owning Exempt Property as defined herein shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property.

ARTICLE IV
RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHT OF ENJOYMENT. Subject to the further provisions of this Section, every Member shall have a right of enjoyment in the Common Area, and such right shall be appurtenant to and shall pass with the title to the portion of the Properties owned by such Member. Such rights shall be subject to the following:

(a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.

(b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

(c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

(d) The Association shall have the right to suspend the voting rights and enjoyment rights of any 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.

(e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(f) The Association shall have the right to dedicate, sell or convey all or any part of the Common Area and the right to grant or dedicate easements over the Common Area to public or private utility companies.

(g) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such guests or other persons as may be permitted by the rules adopted by the Board governing use of the Common Area. An Owner shall be deemed to have made a delegation of all such rights to the Occupants of any leased Single Family Residence.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. 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, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to the Association, to Fort Bend County, and to any other public authority or agency, utility district (including, without limitation Fort Bend County Water Control & Improvement District No. 3), or public or private utility company, a perpetual easement upon, over, under, and across (i) the Common Area, and (ii) those portions of the Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems, electrical, gas, telephone, water, and sanitary sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the developability, marketability or value of any Lot. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby granted to Fort Bend County and to such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across the Subdivision for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties as may be reasonably necessary. The rights hereby granted include the right to enter upon the Lots for the purpose of inspecting and maintaining the sanitary sewer treatment systems in the Properties if the Association's Board of Directors elects to provide such services within the Properties.

SECTION 6. RIGHTS OF DECLARANT DURING CONSTRUCTION AND SALE PERIOD. Notwithstanding any provisions contained in this Declaration, until the Declarant has developed and sold all of its land within the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant, including Builders, to maintain and carry on, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or

incidental to Declarant's and such Owner's development, construction, and sales activities related to their properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices.

SECTION 7. TELECOMMUNICATION SERVICES. The Association may provide, either directly or by contracting with other parties, various telecommunications services to the Properties. The Board of Directors of the Association shall have the sole discretion to determine whether or not such telecommunication services are provided, the amounts to be charged, and the method of paying for such services.

(a) Types of Telecommunication Services. The types of telecommunication services that may be provided by or through the Association shall include, but not limited to, the following: (i) local and long-distance telephone service; (ii) voice mail service; (iii) cable television service; (iv) private television channels for education and community purposes; (v) video monitoring of Streets, Common Area, and other public areas; (vi) central home systems for fire and burglary detection; (vii) electronic utility meter reading systems; (viii) electronic mail systems; and (ix) such other similar telecommunication services as the Board of Directors determines to be necessary or beneficial for the safety, welfare or enjoyment of the Members.

(b) Common Area Facilities. The telecommunication equipment, wiring and other facilities that are necessary to provide the telecommunication services may be owned by the Association or the Association may contract with other parties to provide such facilities on behalf of the Association. The cost and expense of constructing, installing, operating, maintaining, repairing and replacing such facilities shall be paid by the Association, and may be included as part of the annual assessment and special assessments to the Members.

(c) Residence Facilities. If the Association determines to provide telecommunication services, it may require that each Single Family Residence constructed in the Properties include wiring and a "black box" or other necessary facilities to provide access to the Single Family Residence for the telecommunication services described above. The "black box" will provide a connecting terminal for the wiring that extends to each outlet or point of access in the Single Family Residence for the telecommunication services. The Association shall have the right to designate the type of "black box" to be installed and the manner in which such "black box" shall be operated, maintained and repaired, and may, from time to time, designate appropriate replacements or improvements to the "black box". The Association may contract with other parties to provide the foregoing services relating to the "black box". The Association may require each Owner to pay all

costs and expenses required to purchase, install, maintain, repair, replace or improve the "black box" for the Owner's Single Family Residence, which shall be paid by each Owner in the same manner as a Special Assessment. The "black box" shall remain as a permanent fixture to the Single Family Residence and may not be removed from the Single Family Residence without the written permission of the Association, and shall remain as part of the Single Family Residence when it is sold to another party. The Association and the parties with whom it contracts to provide services relating to the "black box" shall have an easement and right of entry over and across each Lot for the purpose of installing, maintaining, repairing, replacing and making improvements to the "black box".

(d) Optional Services. The installation of a "black box" in a Single Family Residence does not obligate the Owner to accept or pay for any of the telecommunication services that may be provided by, or available through, the Association (except to the extent the Board of Directors determines to provide a service to all Members paid with General Assessments). Each Owner shall have the right to (i) accept and pay for any such services provided by or through the Association, (ii) contract with another party to provide such services, or (iii) decline such services, in whole or in part.

SECTION 8. WATER SERVICE. The Association has agreed to and accepted the Water Supply Contract in order to provide water service to the Lots. Pursuant to its terms, the Water Supply Contract may be assigned by the Declarant, as the assignee of Peyton Martin, Trustee, to a water district encompassing the Properties when such district has been legally created and sold its first issue of bonds. If and until such a district is created and has sold its bonds, the Association is responsible for all obligations of "Martin" as defined in the Water Supply Contract and shall take all necessary steps, including levying Assessments to fund payments due from "Martin" under the Water Supply Contract and operating and maintaining the water distribution system within the Properties, to fulfill its obligations to Pecan Grove Municipal Utility District under the Water Supply Contract.

SECTION 9. SECURITY AND OTHER SERVICES.

(a) Services. The Association may also provide security and other services and facilities for the Properties and shall be authorized to enter into contracts with other entities to provide such services and facilities. In addition to Assessments, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include, in addition to the telecommunication services listed in the preceding section, landscape maintenance and pest control services. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

(b) Relationships With Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, or

grant exclusive and/or non-exclusive easements over the Area of Common Responsibility to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Owners of the Lots in the Properties, the Association, its Members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be an Association Expense included in the Association's annual budget. For the purposes hereof, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Section 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

(c) DISCLAIMER CONCERNING SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE TEXANA PLANTATION ARC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE ASSOCIATION OR THE TEXANA PLANTATION ARC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE TEXANA PLANTATION ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, TEXANA PLANTATION ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

SECTION 10. NO PARTITION. Except as is permitted in this Declaration or amendments hereto, there shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any

judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE V INSURANCE AND CASUALTY LOSSES

SECTION 1. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall have the authority, but not the obligation, to obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. Such insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate.

The Board may also obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, the Members or Occupants, in such amount as the Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the annual Assessments. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from annual Assessments, (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area, the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a special assessment to cover the shortfall.

ARTICLE VI
ARCHITECTURAL STANDARDS AND REVIEW COMMITTEES

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the Texana Plantation community and to protect and promote the value of the Properties, the Lots in the Subdivision shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. TEXANA PLANTATION ARCHITECTURAL REVIEW COMMITTEE. There is hereby created the Texana Plantation Architectural Review Committee (sometimes hereinafter called the "Texana Plantation ARC"), which shall consist of three (3) persons and which shall have jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the residences and other improvements within the Properties. The Texana Plantation ARC shall (i) adopt the Builder Guidelines and (ii) establish application and review procedures for plans and specifications. The Texana Plantation ARC shall have sole and full authority to amend its guidelines and procedures and may establish a fee for the review of plans and specifications. The Texana Plantation ARC shall make the Builder Guidelines available to Owners who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. Until the date on which it no longer owns a majority of the total number of Lots within the Properties, the Declarant shall have the right to appoint all members of the Texana Plantation ARC as well as the right to remove any member. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Fort Bend County, Texas. Upon the expiration of such right, the Board of Directors shall have the right to appoint and remove the members of the Texana Plantation ARC. The Texana Plantation ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys in order to advise and assist the Texana Plantation ARC in performing its functions set forth herein.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Texana Plantation community, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any Lot, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and

related data (including, if required by the Texana Plantation ARC, a survey showing the location of trees of fifteen (15) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Texana Plantation ARC as to the compliance of such plans and specifications with the Builder Guidelines and the provisions of this Declaration, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Texana Plantation ARC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Texana Plantation ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, inspectors, or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with originally-approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his property any color desired. The Texana Plantation ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications by the Texana Plantation ARC, no further approval under this Article VI shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Once construction commences, it must be diligently pursued to completion thereafter. Disapproval of plans and specifications by the Texana Plantation ARC may be based upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Texana Plantation community, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot by any Owner unless and until the plans therefor have been submitted to and approved in writing by the Texana Plantation ARC. In the installation of landscaping and maintenance of his Lot, each Owner shall comply with the Landscaping Guidelines adopted by the Texana Plantation ARC from time to time.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and

specifications and no publication of the Builder Guidelines shall be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the Texana Plantation ARC, nor any of their respective officers, partners, directors or members, shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration or the Builder Guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the Texana Plantation ARC and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the Texana Plantation ARC shall determine that such plans and specifications have not been approved or are not being complied with, the Texana Plantation ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the Texana Plantation ARC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committees, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The Texana Plantation ARC may grant variances from compliance with certain restrictions of this Declaration and from the Builder Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with

duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing or estop the Texana Plantation ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

SECTION 9. COMPLIANCE WITH GUIDELINES. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Builder Guidelines may be excluded by the Board from the Properties without liability to any person.

ARTICLE VII USE RESTRICTIONS

SECTION 1. NUISANCE. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No Lot within the Subdivision shall be used, in whole or in part, for the storage of any thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person.

SECTION 2. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot subject to this Declaration, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

SECTION 3. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with the Landscaping Guidelines and any other specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse

from Streets. In the event an Owner fails to maintain his property as specified above, the Association may enter upon the applicable Lot to perform the necessary work as more specifically set forth in Section 7 of Article XI hereof.

ARTICLE VIII
ARCHITECTURAL RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot is hereby restricted to not more than one (1) Single Family Residence and related outbuildings and improvements, including guest houses, servants quarters, barns and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related and the children of either of such persons living together as a single household unit, and the household employees of either such household unit. It is not the intent of the Declarant to exclude from a Single Family Residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

No business or business activity shall be carried on, in or upon any Single Family Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers, vendors, or clients to or from a Lot, and no storage of materials, products or stock are permitted on any Lot. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot shall be considered a business activity and is therefore prohibited. The Board may permit a community garage sale to be held on the Common Area in which all Members are entitled to participate on a designated day from time to time.

Notwithstanding the foregoing, a Single Family Residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a resident of the Single Family Residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home

Occupation shall be conducted on the Lot outside of the Single Family Residence; and

- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "Home Occupation" shall mean a commercial enterprise conducted in a Single Family Residence which is incidental to the principal residential use.

SECTION 2. LIVING AREA REQUIREMENTS AND SETBACKS.

(a) The total living area of each Single Family Residence constructed on a Lot in the Subdivision, exclusive of open porches and garages, shall be not less than 2,800 square feet for 1-story residence and 3,500 square feet for a 2-story residence (with a minimum of 2,200 square feet on the first floor).

(b) The location of each Single Family Residence on a Lot must be approved by the Texana Plantation ARC with its approval of the plans and specifications. Unless otherwise approved by the Texana Plantation ARC, a Single Family Residence must be a minimum of fifty (50) feet from the front Lot line, thirty (30) feet from the rear Lot line, and twenty (20) feet from each side Lot line and detached garages and accessory buildings must be located behind the main residence so as not to be visible from the Street at the front of the Lot, a minimum of forty (40) feet and twenty (20) feet, respectively, from the rear Lot line and the side Lot lines.

SECTION 3. TYPE OF CONSTRUCTION. Unless a variance from this restriction is specifically approved in writing by the Texana Plantation ARC, a minimum of 75% of the exterior wall area of all residences, exclusive of doors and windows, shall be masonry, brick veneer or stucco construction. In addition, 100% of the second story exteriors, exclusive of window opening, of the residences on Lots 1 through 6 in Block One (1) of the Subdivision shall be constructed of such materials. For purposes hereof, the concrete siding material known as "hardi plank" or a similar material shall not be considered to be masonry, brick veneer or stucco.

No detached garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Texana Plantation ARC. Every garage and accessory building shall correspond in style and be architecturally compatible with the dwelling to which it is appurtenant, unless otherwise approved by the Texana Plantation ARC. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint or a sealant at the time of construction.

SECTION 4. GARAGES AND DRIVEWAYS. Unless otherwise approved by the Texana Plantation ARC, each Single Family Residence must have an attached or detached garage with an automatic garage door opener for a minimum of two (2) automobiles. Unless otherwise approved by the Texana Plantation ARC, the garage door(s) may not face the front of the Lot unless the garage is a minimum of seventy (70) feet from the front Lot line. Garage doors shall be kept closed when not in use for their intended purposes. Each Owner shall construct and maintain at his expense an asphalt or concrete driveway from the garage of his residence to the abutting Street having a minimum width of ten (10) feet but flaring to a width of twelve (12) feet at the point of connection with the Street, and the Owner shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. No vehicle may be parked or left upon any Lot in the Subdivision, except in a garage or other area designated by the Board, and in driveways for such temporary periods as may be specified by the Board from time to time. The parking of vehicles on Streets or within road rights-of-way is specifically prohibited. Any vehicle parked or left not in accordance with this section shall be considered a nuisance and may be removed by the Board at the owner's expense. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans.

SECTION 5. SANITARY SEWER SYSTEMS. Each Owner shall construct and install, at his expense, a Clearstream Wastewater extended aeration sewage treatment system or equivalent to serve the Single Family Residence on his Lot.

SECTION 6. ANTENNAE AND SATELLITE DISHES. One small and inconspicuous satellite dish antennae, having a diameter of 18" or less, which is installed on a Lot and is integrated with the residential structure and surrounding landscaping, shall be permitted on a Lot within the Subdivision. The location and screening of such dishes shall be specified by the Texana Plantation ARC to ensure the satellite dish is not visible from the Street in front of the property.

Notwithstanding the foregoing to the contrary, a satellite dish antennae having a diameter of more than 18", other microwave dish antennae, exterior radio antennae, television antennae, or other electronic signal-receiving or transmitting equipment are prohibited within the Subdivision.

SECTION 7. ANIMALS AND LIVESTOCK. No animals of any kind may be raised, bred, kept, or permitted on any Lot for commercial purposes. Consistent with its use as a residence, dogs, cats, and other domestic pets may be kept on a Lot at such time as the Single

Family Residence on such Lot is completed and occupied; provided, however, there shall be not more than two (2) small animals such as dogs and cats per acre of land. For purposes hereof, horses, cows, pigs and chickens shall not be considered to be domestic pets and are not permitted on any Lot. All animals shall be kept on a leash when not within the residence or a confined area on the Lot. Animals which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants within the Properties may be removed by the Board. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

SECTION 8. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the restriction that all tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his lessee or the persons living with such Owner to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such tenants or Occupants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family Residence even though such Occupants are not specifically mentioned.

SECTION 9. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. 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. 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. The Association shall have the right to designate a single company to be used by all Owners in the Properties for regular trash pick-up and if a company or

contractor is selected, all Owners shall be required to use the services of such company.

SECTION 10. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of adjacent Streets or Common Area.

SECTION 11. WEAPONS AND FIREWORKS. Hunting and the use of fireworks, firearms and other weapons within the Subdivision are prohibited. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 12. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, provided, however, Declarant may permit temporary toilet facilities, construction offices and storage areas to be used by builders in connection with the construction of residences and by contractors performing land development activities within the Properties for Declarant.

SECTION 13. TRAFFIC SIGHT AREAS. All Lots located at Street intersections shall be landscaped so as to permit safe sight across the Street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 14. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved in writing by the Texana Plantation ARC.

SECTION 15. ROOFTOP ELEMENTS. Unless otherwise approved by the Texana Plantation ARC, all stack vents and attic ventilators shall be located on the ridge or rear slopes of roofs and mounted perpendicular to the ground plate. All exposed roof stack vents, flashings, attic ventilators, etc. on each Single Family Residence must be painted to match the color of the roof of the Single Family Residence unless otherwise approved by the Texana Plantation ARC. No solar collectors shall be allowed on any roof slope visible from a Street or Common Area.

SECTION 16. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, flagpoles, birdbaths and birdhouses, fountains or other decorative embellishments unless such specific items have been approved in writing by the Texana Plantation ARC.

SECTION 17. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot and must be placed behind a fence or otherwise screened from public view from any adjacent Street or Common Area.

SECTION 18. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Texana Plantation ARC other than one sign not in excess of a size and design prescribed by the Texana Plantation ARC advertising a particular Lot and residential structure on which the sign is situated for sale or rent; provided, however, no sign advertising a Lot and residential structure for sale shall contain the word "foreclosure" or any derivative of such word. The right is reserved by Declarant to construct and maintain signs, billboards and advertising devices on land it owns and on the Common Area as is customary in connection with the sale of Lots. In addition, the Declarant and the Association shall have the right to erect and maintain directional and identifying signs and monuments within road right-of-ways within the Properties.

In addition to any other remedies provided for herein, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight hours' written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 19. FENCES. No fence or wall shall be erected on any Lot along the front Lot line or in front of the Single Residence on such Lot. Further, unless otherwise approved by the Texana Plantation ARC and except as hereinafter specified, all fences must be constructed of cedar, must be a minimum of five (5) feet and a maximum of eight (8) feet in height, and may not be constructed across or within a utility easement. The plans for all fences must be approved by the Texana Plantation ARC which shall have the power to specify acceptable materials. No chain link fences shall be permitted on the Lots. The fences constructed along the rear of any Lot adjacent to Common Area must be wrought iron of a style approved by or a uniform style prescribed by the Texana Plantation ARC and no other fencing is permitted in such areas. All cedar fencing must be treated at the time of installation with Thompson's Water Seal or an equivalent product approved by the Texana Plantation ARC.

SECTION 20. LANDSCAPING. The Owner of each Lot shall landscape the area between the front of his residence and the abutting Street and the side yard of such Lot on all corner Lots in accordance with the Landscaping Guidelines. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curbs, drives and walkways shall be kept edged. Dead or damaged trees and shrubbery shall be promptly removed or replaced, and if not removed

by the Owner upon request, then the Association may remove or cause to be removed such trees or shrubbery at the Owner's expense and shall not be liable for damage caused by such removal. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment, and mow and maintain the grass around such areas. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices, and mow and maintain grass around such areas following reasonable advance notice to the Owner of such Lot.

Each Owner of a Lot in Blocks 1, 2 and 3 of the Subdivision shall, not later than thirty (30) days after occupancy of the Single Family Residence on the applicable Lot, plant a minimum of four (4) trees on such Lot, a minimum of two (2) of which shall be in the front yard, and all of which must be of a size not less than three and one-half (3-1/2) inches in diameter at the point twelve (12) inches above the ground. Unless otherwise approved by the Texana Plantation ARC, the trees satisfying this requirement must be oak or pecan trees. No pine tree may be planted on a Lot unless otherwise approved by the Texana Plantation ARC.

ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option at any time and from time to time to annex real property adjacent to or in the vicinity of the property described in Exhibit "A" to the jurisdiction of the Association by filing for record a Declaration of Annexation instrument which subjects the Lots within the annexed area property to the provisions of this Declaration or a Supplemental Declaration in respect to the property being annexed which subjects the Lots within the annexed property to assessment by the Association on a uniform basis with all other Lots within the Association's jurisdiction. Any such annexation shall be effective as to the property described therein upon the filing for record of such Declaration of Annexation or Supplemental Declaration unless otherwise provided therein.

The right reserved by the Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such land to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, Declarant has no obligation to impose any covenants and restrictions similar to those contained herein upon such land nor shall any thing contained herein be construed to limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the Owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the approval of the Board and of the Declarant, so long as the Declarant owns any portion of the Properties.

Annexation shall be accomplished by filing of record in the real property records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. Annexed property shall be impressed with and subject to Assessments by the Association on a uniform basis, consistent with provisions of this Declaration.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association.

ARTICLE X MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

SECTION 2. NO PRIORITY. No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's property.

ARTICLE XI
GENERAL PROVISIONS

SECTION 1. TERM. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of not less than a majority of the Lots subject to the provisions hereof agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment 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.

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

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

SECTION 5. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any

governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

In addition to the amendments described above, this Declaration may be amended in any respect at any time by an instrument signed by the Owners of more than fifty percent (50%) of the Lots which are subject to this Declaration and the Declarant, as long as it owns any portion of the Properties. Any amendment to this Declaration must be recorded in the real property records of Fort Bend County, Texas.

SECTION 6. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme.

SECTION 7. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be

reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, or the Design Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 8. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 9. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot, such Owner shall give the Association written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot. The Board of Directors shall have the right to charge a transfer fee in such amount as it may determine from time to time which must be paid to the Association upon transfer of title to a Lot.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed as of the 23rd day of September, 1997.

Texana Plantation, Ltd.,
a Texas limited partnership

By: Texana Plantation Partners,
Ltd., a Texas limited partnership,
general partner

By: Marcava Corp.,
a Texas corporation,
general partner

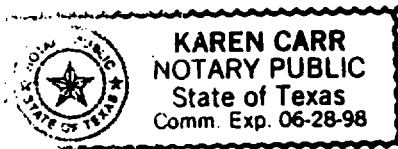
By: Peyton L. Martin
Peyton L. Martin,
President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on Sept. 23rd, 1997 by Peyton L. Martin, President of Marcava Corp., a Texas corporation which is the general partner of Texana Plantation Partners, Ltd., a Texas limited partnership which is the sole general partner of Texana Plantation, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL)



Karen Carr
Notary Public in and for
the State of Texas

KAREN CARR
Name printed or typed
My commission expires: 6-28-98

**LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TEXANA PLANTATION, SECTION ONE**

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

That Jane Long Land Company, Inc., the owner and holder of that certain promissory note dated April 29, 1997 in the original principal amount of \$2,374,932.50, executed by Texana Plantation Partners, Ltd., a Texas limited partnership, payable to the order of the undersigned, secured by a deed of trust lien on a portion of the property described in Exhibit "A" hereto as evidenced by deed of trust instrument filed under County Clerk's File No. _____ and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, executes this instrument to subordinate the lien of such deed of trust to the foregoing Declaration of Covenants, Conditions and Restrictions for Texana Plantation, Section One (1) (the "Declaration").

EXECUTED the 12th day of September, 1997.

Jane Long Land Company, Inc.

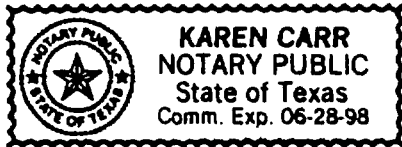
By: _____

Its: _____

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The foregoing instrument was acknowledged before me on the 23RD day of September, 1997 by GARY POCHYLA, PRESIDENT of Jane Long Land Company, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



Karen Carr
Notary Public in and for
the State of Texas

KAREN CARR
Name printed or typed
My commission expires: 6-28-98

AFTER RECORDING
RETURN TO:

FORT BEND TITLE COMPANY
1305 FM 359, SUITE C
RICHMOND, TEXAS 77469

THIS DOCUMENT WAS
FILED BY & RETURNED
TO:
FORT BEND TITLE CO.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

9-24-97 03:24 PM 9761384
GS \$85.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS