

SECTION I
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RIVER FOREST SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth by RIVER FOREST, LTD. a Texas LIMITED PARTNERSHIP.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the approximately 219 acre tract of land in the Samuel Isaac League, Abstract 35 in Fort Bend County, Texas (the "Said Land") which has been be platted as RIVER FOREST, a subdivision of land in Fort Bend County, Texas (the "Subdivision"); a plat of which subdivision having been filed of record in Volume _____ Page _____ of the Map records of Fort Bend County, Texas.

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end to subject the Said Land (hereinafter defined) therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Said Land and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Said Land shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Said Land and shall be binding upon all parties having any right, title or interest in Said Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for the period of time and upon the terms set out in Article XI hereof.

ARTICLE I

DEFINITIONS

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

SECTION 1. "Association" shall mean and refer to RIVER FOREST Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association or in which the Association has easement rights for the common use and enjoyment of the Association's Members (hereinafter defined).

SECTION 3 . "Declarant" shall mean and refer to RIVER FOREST, LTD. a Texas Limited Partnership, its successor or assigns.

SECTION 4. "Lot" and/or "Lots" shall mean and refer to any of the numbered lots shown on the Subdivision Plat restricted herein, including any lots created by the replatting of a Lot or other tract of land and shall not include or refer to any areas shown on the Subdivision Plat which are designated as Reserve A or Reserve B except as otherwise specifically provided herein.

SECTION 5. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, 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 7. "Properties" shall mean and refer to all property within the Subdivision and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 8. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 9. "Subdivision" shall mean and refer to RIVER FOREST a subdivision of land located in Fort Bend County, Texas, referred to above.

SECTION 10. "Subdivision Plat" shall mean and refer to the recorded maps, plats or any replats of the Subdivision.

SECTION 11. "Supplemental Declaration" shall refer to (i) an amendment to this Declaration subjecting additional property to this Declaration and (ii) to an instrument hereafter executed by the Declarant or other Owner or Owners of the affected property which imposes additional restrictions on all or part of the Properties which may be enforced by the Association.

SECTION 12. "Commercial Reserve" shall mean and refer to all areas designated as such on the Subdivision Plat.

SECTION 13. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns as provided for in Article II hereof.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Larry K. Siller, Barbara F. McMillan, and Jack Dunaway, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for hereinbelow, shall cease on the earlier of December 31, 2004, or the date upon which the Class B membership in the Association ceases, at which time the duties of the Committee shall be fulfilled and its powers shall then be exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, or if for any reason, the Declarant shall remove any member of the Committee, the Declarant may designate in writing a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be constructed on any Lot, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design, color and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within thirty (30) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes (to include color) that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to the restrictions set forth herein in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

ARTICLE III

RIVER FOREST HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused or will cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

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

SECTION 4. VOTING. The Association shall 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 owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) CLASS B. Class B members shall be the Declarant and shall be entitled to five (5) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (ii) when Class A members shall own more than fifty percent (50%) of the Lots in the Subdivision, as designated on the Subdivision Plat or which may become subject to the jurisdiction of the Association by annexation or replatting (ii) on December 31, 2004.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees shall be a charge on the land and shall

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

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage (Association is not required to furnish garbage service), ashes, rubbish and materials of similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors in the expenditure of annual assessments shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner by Declarant, the maximum annual assessment shall be \$250 per Lot. Each year thereafter the maximum annual assessment may be increased by the Board of Directors of the Association in its sole discretion, by an amount equal to no more than ten percent (10%) over the maximum assessment for the previous year without a vote of the Members of the Association. The maximum annual assessment may be increased above ten percent (10%) in any one year by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for

this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above 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 twenty (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, shall be fixed at uniform rates. In the event two (2) or more adjoining Lots are owned by a single Owner, such Owner shall be limited to only one assessment as though he owns but one (1) Lot unless or until more than one (1) residence is constructed on such adjoining Lots or the common ownership of such adjoining Lots ceases.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. If the Board determines to fix an assessment for 1993, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose

Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on or before the thirty-first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and right to conduct a non-judicial foreclosure to enforce the lien, in accordance with the laws of the State of Texas. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessment thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. Reserve A and Reserve B shall be exempt from the assessments and charges created herein unless annexed in the manner provided herein.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owned 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 and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Except for Commercial Reserve "A" and Lot 1 of Block 2 (with accordance to Sec.2 and Sec.10 of this Article), each and every Lot and Reserve B is hereby restricted to residential dwellings for single family residential use only for the purpose of this Article VI only, the term "Lot" or "Lots" shall mean a reference to Lots as well as Reserve B of the Subdivision. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence, except such activities as may be required to maintain an agricultural exemption as hereafter permitted. Unless authorized by the Architectural Control Committee, no structure shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision and no barns or other outbuildings of any type shall be constructed until a single family residence is under construction, with the exception of Sec. 16 of this Article. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses. Additional buildings for servants and guests are permitted on a Lot, but no additional building shall be rented separately from the main residence on such Lot. Once construction of a residence commences upon a Lot, the Owner of such Lot shall diligently thereafter pursue such construction to completion, but in any event within the time provided in Sec. 12 of this article.

SECTION 2. ANIMALS AND LIVESTOCK. No animals of any kind shall be permitted for sale, breeding, boarding, or other commercial purpose on any Lot. Dogs, cats, horses and other domestic pets may be kept on a Lot; provided, however that there shall be not more than two (2) small animals such as dogs and cats per acre contained within a Lot and not more than one (1) large animal such as a horse per acre contained within a Lot. Swine and poultry of any kind are not permitted on any Lot. All animals shall at all times whenever they are outside a residence or other fenced or confined area on a Lot be on a leash. Animals which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noises, or constitute a nuisance or inconvenience to the Owners within the Properties may

be removed by the Board. All animals shall be registered, licensed and inoculated as required by law. Any lots maybe used to raise horses or cattle or grow hay or trees in order to maintain an agricultural exemption with respect to such lot.

SECTION 3. NUISANCES AND NOISE. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. No loud or unnecessary noises or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of the residents of the Subdivision shall be permitted on any Lot or the Common Area.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, recreational vehicle or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or is otherwise screened from public view from all Streets; provided, however, boats, boat trailers, recreational vehicles, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. AND 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing until picked up. 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.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever; except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 9. GUNS. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained herein shall be construed to require the Association to take action to enforce this Section.

SECTION 10. SALES OFFICE. Declarant is hereby permitted to maintain a sales office on Lot 1, Block 2, as long as Declarant shall own such lot.

SECTION 11. SEPTIC TANKS. No cess pools shall ever be dug, used or maintained on any Lot, and whenever a residence is established on any Lot, all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection with said Lot. The drainage of septic tanks into any road, street, alley or other public ditch, either directly or indirectly, is strictly prohibited.

SECTION 12. PERIOD OF CONSTRUCTION. It is stipulated that a reasonable length of time for the completion of the exterior part of any improvements, residence or other structure situated upon a Lot is twelve (12) months, and in allowing this length of time, consideration is given to situations which might arise from said improvements being constructed by an Owner in his spare time. Any failure to comply with this provision by not completing a structure within such time shall be considered a violation hereof and shall entitle the Association or any Owner to maintain an action for mandatory injunction or for damages or for both.

SECTION 13. DRAINAGE. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveway and/or walks. All such structures must comply with appropriate state and county governmental rules and regulations regarding such matters, provided, that the Association may adopt rules establishing a minimum diameter for a culvert which may or may not be in excess of the county specification.

SECTION 14. DRAINAGE RESERVES and DRAINAGE EASEMENTS. All drainage easements and drainage reserves shall be kept clear of fences, buildings, plantings, dams or other obstructions to the operation and maintenance of the drainage facilities. All property shall drain into the drainage easement only through an approved drainage structure. Property Owners are responsible for maintaining all drainage easements and drainage reserves on their Property.

SECTION 15. BUILDING LINES. All building lines will be in accordance with and in compliance with the Subdivision Plat and must be approved by the Association Control Committee.

SECTION 16. BARNs. Barns are to be located at the rear of each lot unless otherwise approved by Architectural Control Committee. Location and construction plans of all barns must be approved by the Architectural Control Committee prior to commencement of construction. No barns will be allowed to be constructed on a lot prior to the commencement of construction of a single family house on said lot except for those lots which are owned by a property owner of a residence in Glenwood Subdivision that is adjacent and/or contiguous with said lot(s). Owner of such lot(s) will have to fence lot(s) with wood horse type fencing and be in compliance with Sec. 8 of Article VII prior to construction of barn. At such time that said Owner is no longer the owner of adjacent residence in Glenwood subdivision, then such Owner will have 2 years, from the date said Owner no longer owns the adjacent residence, to construct a single family house on lot with barn or barn will have to be removed. Barn existing on Lot 2 Block II may remain until said Lot is sold.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS APPLICABLE TO LOTS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence and accessory outbuildings shall be built or

permitted on each Lot or replatted. All residences shall have an attached or detached enclosed garage for two (2) to four (4) cars. Carports on Lots are prohibited. All structures shall be of new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences, and no structure shall be moved from another location onto any Lot. Mobil homes and modular or pre-fabricated homes are not permitted on any Lot. All residences, garages, barns, and any other accessory outbuildings must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of any single family dwelling, exclusive of open porches and garages, shall contain not less than 2800 square feet, and the total living area of any two-story single family dwelling, exclusive of porches and garages, shall contain not less than 3000 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat or established by the Committee and no building shall be located on any utility easement. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least ninety percent (90%) of the exterior wall area of all residences (excluding detached but not attached garages, gables, windows, and door openings) must be of brick, brick veneer, or stucco. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, no trailer, tent, shack or other temporary building or structures shall be permitted on any Lot.

SECTION 6. DRIVEWAYS. The Owner of each Lot shall construct and maintain at his expense the driveway constructed with asphalt or other road base material approved by the Architectural Committee, from the garage to the abutting Street, including the portion of the driveway in the street easement, and shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the

Committee, roofs of all residences shall be constructed so that the exposed material is composition type shingles of thirty (30) year type with a wood tone color.

SECTION 8. FENCES. Unless otherwise approved by the Committee, no fence or wall shall be erected on any Lot nearer to the Street than ten (10) feet with the exception of Lots 26 through 28 of Block 1 and Lots 1 through 3 of Block 2 which will be twenty three (23) feet and no chain link fences or barbed wire or other wire fence on any Lot shall be erected, with the exception of Lots which are under agricultural exemption and have cattle grazing lease. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles. No fence shall be erected on or across any drainage easement or drainage reserve so as to prevent maintenance of such drainage easement or drainage reserve.

SECTION 9. GRASS AND SHRUBBERY. The Owner of each Lot shall keep his property mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than sixteen (16) square feet advertising the particular Lot on which the sign is situated for sale. The right is reserved by Declarant to construct and maintain, or to allow builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 12. EXTERIOR ANTENNA. No radio or television wires or antenna shall be placed so as to be visible to public view from any Street.

SECTION 13. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 14. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 15. CLOTHESLINES, GARBAGE CANS, WOODPILES, PROPANE TANKS, ETC. All clotheslines, garbage cans, propane tanks, 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 neighboring streets and property.

SECTION 16. PRIVATE UTILITY LINES. Unless otherwise approved by the Committee, all electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities.

SECTION 17. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees 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. Declarant reserves the right to dedicate additional easements for public utilities within or along any street without requiring the joinder of any Owner in such dedication, provided such easement is located within the building set back lines designated in the Subdivision and the easement shall only be for installation of facilities below ground level. No deed to any of Said Land shall convey or purport to convey any interest in any utility lines or improvements constructed on any of Said Land, and Declarant or the utility companies owning such facilities shall have the right to repair, maintain, remove or replace such lines.

SECTION 2. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

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 to subject other property or either of the reserve tracts to the provisions of this Declaration and the jurisdiction of the Association by filing for record one or more Supplemental Declarations in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Any such property so annexed may be platted into lots, reserve tracts or other tracts as the owner thereof may desire without limit on the lot size or configuration regardless of any restrictions contained herein.

The right reserved by Declarant to subject additional land to this Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any additional land to this Declaration or to the jurisdiction of the Association. If additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon any additional land nor shall such rights in any manner limit or restrict the use of any other land owned by Declarant.

SECTION 2. OTHER ANNEXATIONS. With the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and/or the jurisdiction of the Association. Such annexation shall require the affirmative vote of each class of Members of the Association present at a meeting duly called for such purpose. Annexation shall be accomplished by filing of record in the public records of Fort Bend County, Texas, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration 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. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area and easements dedicated in the Subdivision in the same manner and to the same extent of the Owners of the property subject to the jurisdiction of the Association prior to the annexation. Annexed property shall be impressed with and subject to assessments imposed hereby on a uniform basis, consistent with provisions of this Declaration and shall, prior to annexation, file or cause to be filed a plat subdividing the annexed property into residential lots and/or unrestricted reserve tracts.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

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. REPLATTING. The Owner of a Lot may through the replatting of his property subdivide it into two (2) or more Lots; provided, however, that no such replatting shall result in any Lot which contains less than two (2) acres. In the event the Owner of a Lot through replatting increases the number of platted lots he owns, the Association may thereafter assess each replatted lot in the same manner as otherwise provided herein and each owner of a replatted Lot shall be entitled to vote as a Member of the Association as herein provided. All Lots created through replatting shall be subject to the provisions of this Declaration in the same manner as all other Lots in the Properties. Nothing herein contained shall be deemed to prohibit the replatting of either of Reserve A or Reserve B into lots of such size and configuration as may be desired by the owner thereof.

SECTION 6. AMENDMENT. This Declaration may be amended at any time by an instrument executed by the Owners of two-thirds (2/3rds) of the Lots in the Subdivision. Any amendment must be recorded.

SECTION 7. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit

corporation organized for the same 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 on scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the consent of two-thirds (2/3rds) of each class of Members of the Association.

SECTION 8. DISSOLUTION. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, this Declaration is executed this 20th day of October, 1993.

RIVER FOREST, LTD.
a Texas limited partnership

By: [Signature]
(Its: River Forest Development Company, Inc.
General Partner)

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on Oct. 20, 1993 by Larry K. Siller of RIVER FOREST, LTD. a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Cynthia Ann Parker
Notary Public in and for
the State of Texas

Cynthia Ann Parker
Name printed
My commission expires 8-12-97

AS PER ORIGINAL

Return.

*River Forest, Ltd.
13103 Wickersham
Houston, Tx. 77077*

FILED

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Glenn Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

OCT 28 1993



Glenn Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS