

Supplemental Declaration
to
Declaration of Covenants,
Conditions and Restrictions
for River Forest Subdivision
pertaining to Section Three (3)

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

W I T N E S S E T H:

WHEREAS, Declarant is the owner of approximately 107.125 acre tract of land in the Samuel Isaac League, Abstract 35 in Fort Bend County, Texas which has been platted as RIVER FOREST, Section three (3), 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 preservatin of the values and amenities in such subdivision and, to this end to subject the lots therein to the covenants, conditions, and restrictions hereinafter set forth for the benefit of the lots and all present and future owners thereof;

WHEREAS, this Supplemental Declaration is an amendment to the Declarations of Covenants, Conditions, and Restrictions of the River Forest Subdivision subjecting the additional property in Section Three (3) to the Declaration of covenants for the River Forest Subdivision.

NOW, THEREFORE, Declarant hereby declares that the lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the lots and shall be binding upon all parties having any right, title or interest in said lots or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

SECTION 1. "Association" shall mean and refer to R. F. Homeowners Association, Inc., doing business as River Forest Homeowner 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(s)" 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.

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, and all additional property annexed according to the Map Records of Fort Bend County.

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.

SECTION 14. "LAKE" shall refer to all areas that are shown on the subdivision plat as a lake.

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, Cliff Thuot, Lee Phillips, and Tricia Rockaway 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 herein, shall cease on the earlier of December 31, 2007, 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 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 of documents and items deemed necessary to consider 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, 2007.

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 percent (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 cease.

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. 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, there will be a \$50.00 late charge and both shall bear interest at the rate of ten percent (10%) per annum. The Association may bring legal action against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest 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 non-judicial foreclosure in connection with the

lien. 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. The Commerical Reserve shall be exempt from the assessments and charges created 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, any or all of the Common Area as security for money borrowed or

- 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 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 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 the Commercial Reserve, each and every Lot is hereby restricted to residential dwellings for single family residential use only. 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 constructed. 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. Construction must be completed within one (1) year after commencement.

SECTION 2. BUILDERS. All houses in River Forest Subdivision must be built by a builder on the River Forest approved builder list. This list may be changed at the sole discretion of the Developer at any time.

SECTION 3. 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. Horses are not allowed on any lot unless the lot or contiguous lots equal two and one-half (2 1/2) acres or more and owned by the same owner. Horses are limited to one per acre. Swine, cattle, and poultry of any kind are not permitted on any Lot. However, if any owner or occupant of any Lot is a member of 4-H or Future Farmers of America, the Architectural Control Committee may, in its discretion, allow one (1) animal not specifically permitted pursuant to the above provisions, to be kept, raised, and maintained on any Lot if such permission is granted in writing. 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 Subdivision will be required to be confined to the owner's lot. All animals shall be registered, licensed, and inoculated as required by law. All lots owned by the Declarant or any lot or lots adjacent to one another being twenty (20) acres or more and owned by the same owner may be used to raise horses or

cattle or grow hay in order to maintain an agricultural exemption.

SECTION 4. 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, health, peace, or safety of the residents of the Subdivision shall be permitted on any Lot or the Common Area.

SECTION 5. 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 on the side of any Lot unless such vehicle is screened from public view from all Streets. However, boats, boat trailers, recreational vehicles, boat riggings, motor homes, trailers, and campers may be temporarily parked 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 6. 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 7. 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 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 8. 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 street.

SECTION 9. 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 10. 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 11. 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 12. WATER WELLS. All well locations have been predetermined and are shown on the master plat and must be placed in close proximity of the area designated, unless the Architecture Control Committee and the Fort Bend Health Department permits a different location. Water wells will be required to have concrete encasements to prevent contamination.

SECTION 13. 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. All septic tanks must be approved by the Fort Bend County Health Department.

SECTION 14. 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 from the time improvements are started. Any failure to comply with this provision by not completing a structure within such time allowed will 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 15. DRAINAGE. No lot owner may obstruct, close off, or fill in a natural drainage ditch or creek that serves as the natural drainage for water from a lake or area that would hold water unless given permission from the Architectural Control Committee. Drainage structures and culverts under private driveways and in natural creeks and ditches shall have a net drainage opening area of sufficient size to permit the free flow of water under maximum flow conditions. All such structures must comply with Fort Bend Drainage rules and regulations.

SECTION 16. 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 17. BUILDING LINES. All building lines will be in accordance with and in compliance with the Subdivision Plat and have a side line set back minimum of fifteen (15) feet, and must be approved by the Architectural Control Committee.

SECTION 18. ACCESSORY BUILDINGS. Accessory buildings must be located at the rear of each lot unless otherwise approved. Location and construction plans of all accessory buildings must be

approved by the Architectural Control committee prior to commencement of construction. The color of all accessory buildings must blend with the environment or be the same color as the house.

SECTION 19. TREES. Clear cutting of trees on lots will not be allowed unless necessary for the house building site, accessory building site, driveway or pool site. Site plans must be approved by the Architectural Control Committee. No trees 8 inches or more in diameter may be removed without approval.

SECTION 20. BARNES. Horse barns will be allowed on lots that allow horses. Horse barns must have a minimum of a 100 foot side line set back from the sides of the property and must be to the rear of the property. Location and construction plans of all barns must be approved by the Architectural Control Committee. All barns must be of a color that blends with the environment.

SECTION 21. LAKE. Any lake is for the use of the lot owners around the lake only. Access to the lake is limited to the lot owner's property. No motorized vehicles shall be allowed on any lake. No fishing trot lines or traps will be allowed in any lake. The maintenance of the lake, including any irrigation pumps or fountains, and restocking of fish shall be shared between the lake lot owners on a pro rata basis according to lot size on the lake. Any pier on the lake is limited to ten (10) feet in length out into the lake from the property's water line. The lake's water level shall not be manipulated or changed by altering the dam in place.

SECTION 22. TIME REQUIREMENT ON CONSTRUCTION. Construction of the main dwelling must be started within twenty four (24) months of the lot closing, unless otherwise extended by the Architectural Control Committee. If the lot owner fails to meet the construction time requirement, the lot owner will be required to list the property for sale on a 6% listing contract with the Realtor at the River Forest sales office at the original purchase price of the lot.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS APPLICABLE TO LOTS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence and accessory outbuilding shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) to five (5) 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 2,800 square feet, and the total living area of any two-story single family dwelling, exclusive of porches and garages, shall contain not less than 3,000 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, 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, masonry, 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. GARAGES. No garage may face any street unless set back a minimum of thirty (30) feet from the front of the house unless otherwise approved by the Architectural Control Committee.

SECTION 6. 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 7. DRIVEWAYS. The Owner of each Lot shall construct and maintain at his expense the driveway, 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. Driveways must be constructed of asphalt or concrete and have expansion joints on each side of the culverts to allow Fort Bend Drainage to change the culverts in the future if necessary. Driveways that cross the Mobil Pipeline easement are required to have a minimum of 36" of fill between the pipeline and the bottom of the driveway. Mobil will require detailed construction plans for permission to cross the pipeline easement and 48 hour notice prior to any work being done in their easement. The Mobil pipeline is 24" under natural ground. Should it become necessary for Mobil, its successors or assigns, in the exercise of its/their rights, to remove any part of a driveway, street, or road which crosses the Mobil Pipeline easement, Mobil, its successors or assigns, shall not be responsible for the replacement of same. However, the property owner may replace said driveway, street, or road at their expense and in compliance with the construction requirements stated above.

SECTION 8. 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 twenty five (25) year type with an approved color.

SECTION 9. FENCES. All fences must be approved by the Architectural Control Committee. No fence shall be erected on any Lot nearer to the road easement than fifteen (15) feet with the exception of lots under an agricultural exemption. No chain link fences, barbed wire, or other wire fence shall be permitted on any

lot, with the exception of Lots which are under an agricultural exemption. 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 easement.

SECTION 10. 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 11. 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 12. 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 13. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed so as to be visible to public view from

any street.

SECTION 14. MAILBOXES. Mailboxes, house numbers, and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. Mail boxes must be set back a minimum of eighteen (18) inches from the pavement of the road.

SECTION 15. 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 16. 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 17. 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 18. 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.

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 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 way 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 one and a half (1 1/2) 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.

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. 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 26th day of June, 1996.

RIVER FOREST, LTD.
a Texas limited partnership

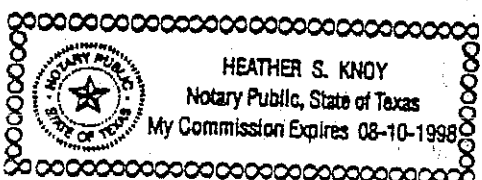
By: [Signature]
Lawrence K. Siller, President
River Forest Development
Company, Inc.

By: [Signature]
Lawrence K. Siller, Individual

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on JUNE 26th, 1996, by LARRY K. SILLER of RIVER FOREST, LTD. a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



[Signature]
Notary Public in and for
the State of Texas

HEATHER S. KNOY
Name printed

My commission expires 08-10-1998

River Forest, Ltd.
13103 Wickersham
Houston Tx 77077