Hunters Glen, Section IV Association
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SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HUNTERS GLEN, SECTION ONE-D

THIS DECLARATION, made as of the date hereinafter set forth by LEXINGTON DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as "Declarant";

WITNESSETH :

THAT, WHEREAS, Declarant is the owner of the certain 2.7785 acre tract of land out of the I. & G. N. RR. CO. Survey No. 3, Abstract No. 264, and of the I. & G. N. Co. Survey No. 4, Abstract No. 263, Fort Bend County, Texas, which has been Subdivided into certain subdivision known and designated as Hunters Glen, Section One—D, according to the map or plat thereof recorded in Volume 25, Page 9 of the Map Records of Fort Bend County, Texas, and desires hereby to adopt and establish certain restrictive covenants applicable to the use and occupancy Of all Of the platted lots in such subdivision for the mutual benefit Of all present and future Owners of subdivision lots in Hunters Glen, Section One—D.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby adopt, establish, promulgate and declare that all platted lots in Hunters Glen, Section One—D, Shall be owned, held, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all Of which shall run with the law and shall inure to the benefit of and be binding upon all persons owning any interest of said land, to - wit:

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to the Hunters Glen, Section IV Association, its successors and assigns. The Association shall have the power to collect and disburse the maintenance assessments provided for in Paragraph 1, Article III.

2. “Owner” shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to the real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Area", if any, shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, except the Common area, if any, and Commercial Reserves, if any.

6. “Declarant” Or "Developer" sha11 mean and refer to Lexington Development Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and “undeveloped Lot” is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

1. Single Family Presidential Construction: No platted Lot shall be used for any purpose or purposes except for residential unless otherwise indicated on the recorded plat and no building shall be erected, placed, altered or permitted to main on any Lot other than one detached single family residential dwelling not to three (3) stories in height and a private enclosed or partially enclosed garage for less than one (1) no more than three (3) automobile and bona fide servants’ quarter which structures shall not exceed the main dwelling in height and which structures is occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. Architectural Control and Approval of Plans: No building, structure or other improvements of any kind or character shall be commenced, erected, placed or on any subdivision Lot until the construction plans and specifications thereof show the nature, kind, shape, dimensions, materials and exterior color scheme of the prop improvements and a plot plan showing the location of such improvements shall have be submitted to and approved in writing by Architectural Control Committee, herein a designated, or its duly authorized representative; provided, however, if said Commit or its authorized representative, shall fail to approve or disapprove any proposed specifications and locations within thirty (30) days after the same shall have been submitted to them or him for approval, such plans, specifications and locations shall be deemed to have received the approval Of the Committee, or its duly authorized representative; provided, however, failure to timely approve or disapprove such plans and specifications shall not be deemed to permit the erection, construction, placing or altering structure on any Lot in a manner prohibited the terms of this Declaration. Approval of the plans and specifications and of the location plot plan shall be evidenced by ten endorsement; thereon and a duplicate copy thereof with such written endorsement on shall be furnished to the Lot Owner submitting the same.

Said Committee, or its duly authorized representative, shall have the right power to disapprove any such plans and specifications or locations which, at the sol and uncontrolled discretion and opinion of the Committee, or its authorized representative, are not sui table or desirable for purely aesthetic or any other reasons, and the approval or disapproval of the Committee, or its authorized representative, of any p, and specifications and location plot plan shall be final, bindings and conclusive. The structure or improvements of any kind, the construction plans, specifications and location plot plan for which have not been approved, as herein required, or which do not comply fully

with the construction plans, specifications and location plot plan which have been so approved, shall be erected, constructed, placed or maintained upon any. The approval or 1ack Of disapproval by the committee of any plans and specifications of the location plot plan shall in no event be deemed to create, any liability whatsoever in the Declarant, the members of the Committee, the duly authorized representative of the Committee, or in any other party for any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness design, adequacy or location of the proposed construction or compliance with applicable statues, codes and regulations, in any building or structure erected and located in accordance with such plans and specifications and location plot plan.

Anything contained in this paragraph P or elsewhere in this Declaration to contrary notwithstanding, the Architectural Control Committee and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion to make and permit reasonable modifications of and deviation from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building to be used in the construction of any building or improvement on any subdivision and of size and location of any such building or improvement when in the sole final judgment and opinion of the committee or its duly authorized representative, modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from this aesthetic appearance of the Subdivisions and its improvements as a whole.

The Architectural Control Committee require the submission to it of documents and items (including, as examples but without limitation, written request for description of the variances requested, plans, specifications, plot plans and sample materials) as it shall deem appropriate, in connection with its consideration of a for a variance. If the Architectural Control Committee shall approve such request variance, the Architectural control Committee may evidence such approval, and grant permission for such variance, only by written instrument, addressed to the owner of Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitations, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to the approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee’s duly authorized representative). Any request variance shall be deemed to have been disapproved for the purposes hereof in the event either (a) written notice of disapproval from the Architectural Control Committee; or failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority of shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have successor to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variance available except at the discretion of the Architectural Control Committee or, if it have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee is Post Office Box 35705, Houston, Texas 77035.

The Architectural Control Committee herein created Shall be initia11y compose Of Gerald W. Torgesen, Lawrence P. Mosher and John M. Childs, the act, Of a majority of which shall be the act of the Committee. In the event of the death, disability, refusal to act or resignation of any of said members of the Committee, the Declarant shall appoint a Successor Committee Member by a recorded written instrument but, until such appointment is made, the remaining members shall be authorized to act. At such time as the Class B membership in the Hunters Glen, Section IV Association ceases, as provided in
Paragraph 2, Article IV of this Declaration, the right and power to thereafter appoint Successor Committee Members to such Architectural Control Committee shall pass and to vest in such Association.

3. Minimum Square Footage Within Improvements The living area On the ground floor of the main structure, exclusive one—story open porches, servant's quarters and garages, shall not be less than twelve hundred and fifty (1250) square feet for one—story dwellings nor less than seven hundred (700) square feet for a dwelling Of more than one story. The total square footage for a dwelling of more than one story shall be not less than fifteen hundred (1500) square feet.

4. Location of the Improvements: No building shall be located on any Lot nearer to the front lot line or nearer to side street line the minimum build set—back lines shown on the recorded plat, and no building (except a garage or permit accessory building located sixty—five (65) feet or more from the front lot line) shall be placed on any Lot so as to be located:

A. Nearer than five (5) feet to either of the side lines of such Lot

B. So that the aggregate width of the side yards at the front build set-back line is less than fifteen percent (15%) of the Lot at the front building set-back line with the further provision that neither of such side yards shall have a width of less than five (5) feet;

C. On any interior lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement;

D. Other than to front the street upon which the residential lot face. The Architectural Control Committee shall have the right and power to designate the direction in which the improvement on any corner residential Lot shall. A three (3) foot side yard shall be permissible for a garage other permitted accessory building located sixty—five (65) feet more from the front property line. If two or

more Lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of paragraph below, these building set—back provisions shall be applied to such resultant building site as if it were one original platted Lot.

5. Composite Building Site:

A. None of said Lots shall be resubdivided in any fashion except as hereinafter provided.

B. Any persons owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted in Paragraphs 3 and 4 above, on each such resulting building site, provided that such division or consolidation does not result in more building sites the number of platted Lots involved in such subdivision or consolidation.

C. No Lot shall be resubdivided into nor shall any dwelling be erected or placed on any Lot, or building site, having an area or less than 6000 square feet; provided, however, any whole Lot as shown on the recorded plat shall constitute a permissible Lot or building site.

6. Utility Easements: Easements for the installation and maintenance of cities are reserved as shown and provided for on the recorded plat or as dedicated by separate instrument and no structure of any kind shall be erected upon any of said easement. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their respective assigns, agents, employees, servants to shrubbery, trees, flowers or improvements of the Owner located within the area covered by said easements.

7. Prohibition of Offensive Activities: No activity, whether for profit or not, shall be carried on any Lot which is not related to sing1e family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

8. Temporary Buildings: No structure of a temporary character, mobile house, trailer, basement, tent, shed, shack, garage, barn or other temporary building or any nature shall be placed or constructed on any Lot for residential purposes. A temporary office or work shed may, following approval thereof by Declarant or its assigns, be maintained upon any Lot or Lots by any building contractor or sales agency in connection with the erecting and sale of dwellings in the Subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from Declarant or its assigns. Outbuildings, including portable Structures, used for accessory or storage purposes be limited to a

maximum Of eight feet (8') in height and one hundred and twenty (120) square feet of floor space, shall correspond to the style, color and architecture of dwelling to which it is appurtenant and shall be subject to approval by the Architectural Control Committee.

9. Storage of Automobiles, Boats, Trailers and other Vehicles: No boat, motor homes, boats, travel trailers, inoperative automobiles, camper vehicles of any kind are to be stored more than forty—eight (48) hours in the public right-of-way or on driveways. Permanent and semi—permanent storage of such items as vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the Lot.

10. Mineral Operations: No oil drilling, oil development operations, Oil fining, quarrying: or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

11. Animal Husbandry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pet; to exceed a total of three (3) adult animals may be kept provided that they are not bred or maintained for commercial purposes.

12. Walls and Fences: No fence or wall shall erected, placed or altered on any Lot ;

A. Nearer to any street that the minimum building set—back lines as shown on the Subdivision Plat;

B. Nearer to the front lot line then the plane of the front exterior wall of the residential structure on the lot.

The Architectural Control Committee may, at its discretion, permit a fence to be located nearer to the front lot line than the plane of the front exterior wall of the residential structure (but not in front of the building set—back line). All fencing for interior lots shall be of wood or ornamental metal. Walls can be brick, stucco or native stone. However, fencing installed adjacent to major thoroughfares or public spaces including, without limitation, Lots One (1) through Nine (9) both inclusive, of Block One (1), must be of standard design and color as approved by the Architectural Control Committee. 'me use of chain 1ink fencing is prohibited, except for tennis courts and other special applications, and then only With written permission from the Architectural Control Committee No fence shall exceed seven (7) feet in height without written permission from the Architectural Control Committee.

13. Underground electrical Service: An underground electric distribution system will be installed in that part of Hunters Glen, Section One—C, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Hunter Glen, Section One—C. The Owner of each Lot in the Underground Residential subdivision shall, at his own cost, furnish,

install, own and maintain (all in accordance to requirements or local governing authorities and the national Electrical Code) the underground service cable and appurtenances from the point Of the electric Company's meter on customer's structure to the point of attachment at such company's installed transformers or energized secondary Junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property of each Lot. The electric company furnishing service shall make the necessary connection at said point of attachment and at the meter. In addition, the Owner of each lot shall at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) the location and installation Of the meter of such electric company for the residence constructed on each Owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision be unified in character and exclusively of the type known as sing1e phase, 120/2140 volt, three 60 cycle, alternating current.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for central conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for resident dwelling units, including homes, and if permitted by the restrictions applicable to subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling unit expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to dwelling unit. Should the plans of the Developer or Lot Owners in the Underground residential Subdivision be changed so as to permit the erection therein of one or more homes, Company shall not be obligated to provide electric service to any such mobile homes unless (a) Developer has paid to the Company an amount representing the excess incurred for the entire Underground Residential Subdivision, of the underground distribution system over the cost equivalent overhead facilities to serve such Subdivision or (by owners of each the cost affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that amount reasonably represents unit the excess in cost Of equivalent overhead facilities to such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electrical facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

14. Underground Telephone Service: A buried telephone cable system will be installed in an area in Hunters Glen, Section One—C Subdivision which area shall embrace Lots in Hunters Glen, Section One—C Subdivision. The Owner of each Lot shall, at his Own cost, install in each home, flexible or rigid conduit with pull wire and minimum of three (3) outlet boxes, at the locations where he desires telephones, all in accordance with specifications available from Southwestern Telephone Company, in order for the telephone company may install its wiring and equipment in each home in the most expeditious and least costly manner. In the event an Owner fails to comply with the requirements of the preceding sentence, the telephone company will install its standard exposed wiring in such Owner's home and the Owner will be required to pay the telephone Company's standard installation charges therefore.

15. Lot Maintenance: The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner shall not use any Lot for storage of materials and equipment except for normal resident requirements Or those incident to construction of improvements thereon as herein permitted; nor permit the accumulation of garbage, trash or rubbish of any kind there shall not burn anything (except by use of an incinerator and then only as prescribed during such hours as permitted by law). In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any Of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns may without liability to the Owner or occupant in trespass or otherwise enter upon said or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy Of the Property to pay for such work immediately upon receipt of a statement thereof. In the event of the failure to pay such statement, the amount therefore may be added to the annual maintenance charge provided for herein.

16. Signs, Advertisements, Billboards: No signs, billboards, posters or advertising devices of any character shall erected or displayed to the public view any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale. The right is reserved for builders, provided consent is obtained from the Declarant, to construct and maintain signs, billboards or advertising devices to Lots owned by Declarant for the purpose of advertising for sale dwellings construct by the builders and not previously sold by such builders; provided, however, that such signs, billboards or advertising devices be removed within ten (10) days following notice to that effect from Declarant or its assigns.

17. Location and Maximum Height of Antenna: Permitted antenna are those used for receiving normal television and/or citizen band signal with the following limitations:

1. Antenna must be attached to the dwelling, provided that such antennae must be located to the rear of the roof ridge line, gable or center line of the principal dwelling, unless this is not possible due solely to the design of the roof.

2. Freestanding Antennae must be attached to and located behind the rear wall of the main residential structure.

3. Guy wires may be installed for purposes of securing antennae; provided, however, that such wires must not encroach upon any easement or adjoining Lot(s), and must be located behind the rear view of the main residential structure and screened from view by installation of approved fencing as described in Paragraph 12, of this Article.

4. No antennae, either freestanding or attached, shall be permitted to extend more than fifteen (15) feet above the roof of the main residential structure on the Lot, nor shall any antenna be erected on a wooden pole.

18. Window Air Conditioners: No window or wall type air Conditioners shall be permitted to be used, erected, placed or maintained on or in any building any part of the Properties, provided that the Architectural Control Committee say, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed shall not be visible from a street, such permission to be granted in writing.

19. Type of Construction, Materials and Landscape:

A. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty one percent (51%) masonry, unless otherwise approved by the Architectural Control Committee.

B. Yellow or orange brick should not be used except where permission given in writing by the Architectural Control Committee.

C. Stone should be native Texas stone and must complement the style the architecture employed and conform to the color scheme of the immediate neighborhood.

D. The roof of any building be constructed or covered with (2 wood shingles, or (2) asphalt or composition type shingles Of 2 or heavier weight with a color that would dark brown or approximate the color of weathered cedar shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted at the sole discretion of the Architectural Control Committee with written request.

E. Before the dwelling unit is completed the Lot shall construct a four (4) feet in width parallel to the street curb shall extend from a projection or the lot boundary line(s) into street right-of-way and/or street curbs at corner Lots.

F. Residents are encouraged to use standard mailbox designs and colors, as approved by the Architectural Control Committee, or an alternate design and color that matches the residence on the Lot where the mailbox is placed, such alternate being subject to approval for appropriateness of design and color by the Architectural Control Committee, such approval to be at the sole discretion of the Committee.

G. All roof Stacks and flashings must be painted to match roof color.

H. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbath, birdhouses, fountains or other decorative embellishments unless specific items have been approved in writing by the Architectural Control Committee.

I. All playground equipment should be placed at the rear of the property.

J. No outside clothes line shall be permitted that is visible from any street.

ARTICLE 111
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Maintenance Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed there whether or not it shall be so expressed in such deed, is deemed to covenant and agreed to pay to the Association:

(a) annual assessments or charges; and,
(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal Obligation of the person who was the Owner Of such property the time when the assessment fell down. The personal obligation for delinquent assessments shall not pass to his Successors title unless expressly assumed by them.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare Of the Owners in the Properties and for the improvement and maintenance of the Common Area, if any.

The proceeds of the regular annual assessments or special asses3nents shall not be used to reimburse Declarant for any capital expenditures incurred in construction of other improvements to either recreational facilities within the Subdivision or recreational facilities outside the perimeter of the Subdivision, nor for the operation or maintenance Of any such facilities prior to conveyance unencumbered to the Association.

3. Maximum Annual Assessments: The maintenance charge on Class B Lots shall be a maximum of fifty percent (50%) of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot beginning the first full month after the date the first house in the Subdivision is conveyed or on the date fixed by Board Of Directors to be the date of commencement whichever occurs first. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and able on the date such Lot converts from a Class B Lot to a

Class A Lot by reason of the Owner's purchase of the residence thereon. For purposes of the maintenance assessment Only, Class A Lots shall be defined as those Lots which have had residence thereon purchased, and Class B Lots shall be all other Lots.

The maintenance charge on Class A Lot, shall be a sum determined by the Hunter Glen, Section IV Association not to exceed the maximum annual assessment, which shall be at $120.00 for the initial assessment year. The initial charge shall accrue and become due and payable on each on the day such Lot converts from a Class B Lot to a Class A Lot by reason of the Owner's purchase of the residence thereon. The determination of the amount of such initial charge, which shall be for the remainder of the year in which a class conversion of said Lot occurs, shall be made by the Hunters Glen, Section IV Association on, or as of said accrual date and shall be immediately due and payable. The maintenance charge on each Class A Lot becomes due and payable in advance on the first day of January Of each succeeding year, and shall be in an amount (not to exceed the annual assessment) determined by the hunters Glen, Section IV Association during the thirty (30) day period next preceding the due date of said charge.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum annual assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote Of two—thirds (2/3) Of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements : In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in the cost of any construction, reconstruction, repair or replacement of a capital implement upon the Common Area, if any, including fixtures and personal property related provided that any such assessment shall have the assent Of two—thirds (2/3) or the each class of members who are voting in person or by proxy at a meeting duly called this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose Of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) 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

meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate within Class A Lot group and within Class B Lot group and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments: The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid.

8. Effect of Nonpayment of Assessments and Recourse Available to Association: Any assessment not paid within thirty (30) days after the due date shall bear interest the due date at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose there against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of Common Area, if any, or abandonment of his Lot.

9. Subordination Of the Lien to Mortgage: The 1ien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. Sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

ARTICLE IV
GENERAL PROVISIONS

1. Owners Easements of Enjoyment: Every Owner shall have right and of enjoyment in and to the Common Area, if any, which shall be appurtenant to and should pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and of fees for the use of any recreational facility situated upon the Common Area, if any;

B. The right of the Association to suspend the voting rights and right to use the Common Areas, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility of such purposes and subject to such conditions as may be agreed to by members. No such dedication or transfer shall be effective unless instrument signed by (2/3) of each class of members agreed to such dedication or transfer has been recorded;

D. Any Owner may delegate, in accordance with the By—Laws, his right to enjoyment to the Common Area, if any, and facilities to the member of his family, his tenants, or contract purchasers who reside on the property.

2. Membership and Voting Rights: Every Owner of a Lot which is subject to assessment shall be a member or the Association. Membership shall be appurtenant to and not be separated from ownership of any Lot which is subject to assessment.

The Association shall have two classes of voting membership:

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

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas, if any, or

B. December 31, 1983

The Lot or Lots owned by Class B member(s) shall be Class B Lots.

3. Enforcement: The Association, the Declarant, its successors and assigns or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability: Invalidation of any one or more of these covenants, restrictions by judgment or court order shall in no way affect any other provisions and shall remain in full force and effect.

5. Amendment: The covenants and restrictions of this Declaration shall with and bind the land, for a term Of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty year period by an instrument signed by not less than Seventy —Five percent (75%) of Owners and thereafter may be amended or terminated by an instrument signed by not less than sixty percent (60%) of the Lot Owners. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

6. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval Of the Federal Housing Authority and the Veterans Administration: Annexation of additional Properties, dedication Of Common Area, if any, and amendment of this Declaration of Covenants, Conditions and Restrictions

7. Annexation: Additional residential property and Common Area may be added to the Properties with the consent of two—thirds (2/3) of each class of membership, however, upon submission and approval by FHA/VA of a general plan of the entire development and approval of each stage of development, such additional stages of development may be annexed by the Hunters Glen, Section IV Association Board of Directors without such approval by the membership.

8. Effect Of Violations on Liens: It is specifically provided that a violation of any one or more of these covenants, conditions or restrictions shall not affect the lien of any mortgage or deed of trust now of record, or which say hereafter be of record, or other lien acquired and held in good faith upon said Lots or any part of, but such liens may be enforced as against any and all property covered thereby, nevertheless to the restrictions herein Contained.

9. Lienholder: Bank joins herein solely for the purpose of subordinating liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration,

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 26th day of September, 1980.

"DECLARANT"

ATTEST
Assistant Secretary

LEXINGTON DEVELOPMENT COMPANY
By: Lawrence P. Mosher, Vice President
Signature on Original Document

"LIENHOLDER"

ATTEST
Secretary

CITIBANK, N.A.
Signature on Original Document

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SUPPLEMENTARY
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
HUNTERS GLEN, SECTION ONE-D

THIS DECLARATION, made as of the date hereinafter set forth by LEXINGTON DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

THAT, WHEREAS, Declarant is the owner of the certain 2.7785 acre tract of land out of the I. & G. N. RR. Co. Survey No. 3, Abstract No. 264, and of the I. & G. N. RR. Co. Survey No. 4, Abstract No. 263, Fort Bend County, Texas, which has bee subdivided intothat certain subdivision known and designated as Hunters Glen, Sectio One-D, according to the map or plat thereof recorded in Volume 25, Page 9 of the Map Records of Fort Bend County, Texas, and desires hereby to adopt and establish certai restrictive covenants applicable to the use and occupancy of all of the platted lots in such subdivision for the mutual benefit of all present and future owners of subdi vision lots in Hunters Glen, Section One-D.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby adopt, establish, promulgate and declare that all platted lots in Hunters Glen, Sect One-D, shall be owned, held, occupied, used, sold and conveyed subject to the follow easements, restrictions, covenants and conditions, all of which shall run with the l and shall inure to the benefit of and be binding upon all persons owning any interes of said land, to-wit:

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the Hunters Glen, Section IV Association, its successors and assigns. The Association shall have the power to collect and disburse the maintenance assessments provided for in Paragraph I, Article III.

2. "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to the real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Area", if any, shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Properties, except the Common area, if any, and Commercial Reserves, if any.

6. "Declarant" or "Developer" shall mean and refer to Lexington Development Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot' is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

1. Single Family Residential Construction: No platted Lot shall be used any purpose or purposes except for residential purposes unless otherwise indicated c the recorded plat and no building shall be erected, placed, altered or permitted to main on any Lot other than one detached single family residential dwelling not to ex three (3) stories in height and a private enclosed or partially enclosed garage for less than one (1) nor more than three (3) automobiles and bona fide servants' quarte which structures shall not exceed the main dwelling in height and which structures m occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. Architectural Control and Approval of Plans: No building, structure c other improvements of any kind or character shall be commenced, erected, placed or a on any subdivision Lot until the construction plans and specifications thereof showi the nature, kind, shape, dimensions, materials and exterior color scheme of the prop improvements and a plot plan showing the location of such improvements shall have be submitted to and approved in writing by the Architectural Control Committee, hereina designated, or its duly authorized representative; provided, however, if said Commit or its authorized representative, shall fail to approve or disapprove any proposed p specifications and locations within thirty (30) days after the same shall have been mitted to them or him for approval, such plans, specifications and locations shall b deemed to have received the approval of the Committee, or its duly authorized repres tive; provided, however, failure to timely approve or disapprove such plans and spec tions shall not be deemed to permit the erection, construction, placing or altering structure on any Lot in a manner prohibited under the terms of this Declaration. Ap of the plans and specifications and of the location plot plan shall be evidenced by ten endorsements thereon and a duplicate copy thereof with such written endorsement on shall be furnished to the Lot Owner submitting the same.

Said Committee, or its duly authorized representative, shall have the right power to disapprove any such plans and specifications or locations which, at the sol and uncontrolled discretion and opinion of the Committee, or its authorized represen tive, are not suitable or desirable for purely aesthetic or any other reasons, and t approval or disapproval of the Committee, or its authorized representative, of any p and specifications and location plot plan shall be final, binding and conclusive. N structure or improvements of any kind, the construction plans, specifications and lo tion plot plan for which have not been approved, as herein required, or which do not comply fully with the construction plans, specifications and location plot plan whic have been so approved, shall be erected, constructed, placed or maintained upon any The approval or lack of disapproval by the Committee of any plans and specifications of the location plot plan shall in no event be deemed to create any liability whatso in the Declarant, the members of the Committee, the duly authorized representative o the Committee, or in any other party for any warranty or representation by such Comm tee including, without limitation, any warranty or representation relating to fitnes design, adequacy or location of the proposed construction or compliance with applica statutes, codes and regulations, in any building or structure erected and located in accordance with such plans and specifications and location plot plan.

Anything contained in this Paragraph 2 or elsewhere in this Declaration to contrary notwithstanding, the Architectural Control Committee, and its duly author representative, is hereby authorized and empowered, at its sole and absolute discr to make and permit reasonable modifications of and deviations from any of the requ of this Declaration relating to the type, kind, quantity or quality of the buildin ials to be used in the construction of any building or improvement on any Subdivis and of the size and location of any such building or improvement when, in the sole final judgement and opinion of the Committee or its duly authorized representative modifications and deviations in such improvements will be in harmony with existing tures and will not materially detract from the aesthetic appearance of the Subdivi and its improvements as a whole.

The Architectural Control Committee may require the submission to it of su uments and items (including, as examples but without limitation, written request f description of the variances requested, plans, specifications, plot plans and samp materials) as it shall deem appropriate, in connection with its consideration of a for a variance. If the Architectural Control Committee shall approve such request variance, the Architectural Control Committee may evidence such approval, and gran permission for such variance, only by written instrument, addressed to the Owner o Lot(s) relative to which such variance has been requested, describing the applicab strictive covenant(s) and the particular variance requested, expressing the decisi the Architectural Control Committee to permit the variance, describing (when appli the conditions on which the variance has been approved (including, as examples but out limitation, the type of alternate materials to be permitted, and alternate fen height approved or specifying the location, plans and specifications applicable to approved carport), and signed by a majority of the then members of the Architectur trol Committee (or by the Committee's duly authorized representative). Any reques variance shall be deemed to have been disapproved for the purposes hereof in the e either (a) written notice of disapproval from the Architectural Control Committee; failure by the Architectural Control Committee to respond to the request for varia In the event the Architectural Control Committee or any successor to the authority of shall not then be functioning and/or the term of the Architectural Control Comm shall have expired and the Board of Directors of the Association shall not have su to the authority thereof as herein provided, no variances from the covenants of th Declaration shall be permitted, it being the intention of Declarant that no varian available except at the discretion of the Architectural Control Committee or, if i have succeeded to the authority of the Architectural Control Committee in the mann vided herein, the Board of Directors of the Association. The Architectural Contro mittee shall have no authority to approve any variance except as expressly provide this Declaration. The current address of the Architectural Control Committee is P Office Box 35705, Houston, Texas 77035.

The Architectural Control Committee herein created shall be initially compos of Gerald W. Torgesen, Lawrence P. Mosher and John M. Childs, the act of a majority which shall be the act of the Committee. In the event of the death, disability, ref to act or resignation of any of said members of the Committee, the Declarant shall a a Successor Committee Member by a recorded written instrument but, until such appoir ment is made, the remaining members shall be authorized to act. At such time as the Class B membership in the Hunters Glen, Section IV Association ceases, as provided i Paragraph 2, Article IV of this Declaration, the right and power to thereafter appoir Sucessor Committee Members to such Architectural Control Commitee shall pass to and vest in such Association.

3. Minimum Square Footage Within Improvements: The living area on the ground floor of the main structure, exclusive of one-story open porches, servants' quarters and gargages, shall not be less than twelve hundred and fifty (1250) square feet for one-story dwellings nor less than seven hundred (700) square feet for a dwelling of more than one story. The total square footage for a dwelling of more th one story shall be not less than fifteen hundred (1500) square feet.

4. Location of the Improvements: No building shall be located on any Lo nearer to the front lot line or nearer to the side street line than the minimum bui set-back lines shown on the recorded plat, and no building (except a garage or perm accessory building located sixty-five (65) feet or more from the front lot line) sh be placed on any Lot so as to be located:

A. Nearer than five (5) feet to either of the side lines of such L

B. So that the aggregate width of the side yards at the front buil set-back line is less than fifteen percent (15%) of the width o the Lot at the front building set-back line, with the further p vision that neither of such side yards shall have a width of le than five (5) feet;

C. On any interior lot nearer than fifteen (15) feet to the rear lo line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement;

D. Other than to front the street upon which the residential lot fa The Architectural Control Committee shall have the right and po to designate the direction in which the improvement on any corn residential Lot shall face. A three (3) foot side yard shall b permissible for a garage or other permitted accessory building located sixty-five (65) feet or more from the front property li If two or more Lots, or fractions thereof, are consolidated int one building site in conformity with the provisions of Paragrap below, these building set-back provisions shall be applied to s resultant building site as if it were one original platted Lot.

5. Composite Building Site:

A. None of said Lots shall be resubdivided in any fashion except a hereinafter provided.

B. Any persons owning two or more adjoining Lots may subdivide or solidate such Lots into building sites, with the privilege of p or constructing improvements, as permitted in Paragraphs 3 and above, on each such resulting building site, provided that such division or consolidation does not result in more building site the number of platted Lots involved in such subdivision or cons tion.

C. No Lot shall be resubdivided into nor shall any dwelling be ere or placed on any Lot, or building site, having an area of less 6000 square feet; provided, however, any whole Lot as shown on recorded plat shall constitute a permissible Lot or building si

6. Utility Easements: Easements for the installation and maintenance of ities are reserved as shown and provided for on the recorded plat or as dedicated b separate instrument and no structure of any kind shall be erected upon any of said ments. Neither Declarant nor any utility company using the easements shall be liab for any damage done by either of them or their respective assigns, agents, employee servants to shrubbery, trees, flowers or improvements of the Owner located within t area covered by said easements.

7. Prohibition of Offensive Activities: No activity, whether for profit not, shall be carried on on any Lot which is not related to single family residenti purposes. No noxious or offensive activity of any sort shall be permitted nor shal anything be done on any Lot which may be or become an annoyance or a nuisance to th neighborhood.

8. Temporary Buildings: No structure of a temporary character, mobile h trailer, basement, tent, shed, shack, garage, barn or other temporary building of a nature shall be placed or constructed on any Lot for residential purposes. A tempo office or work shed may, following approval thereof by Declarant or its assigns, be maintained upon any Lot or Lots by any building contractor or sales agency in conne with the erecting and sale of dwellings in the Subdivision, but such temporary stru shall be removed at completion of construction or sale of the dwellings, whichever applicable, or within ten (10) days following notice from Declarant or its assigns. Outbuildings, including portable structures, used for accessory or storage purposes be limited to a maximum of eight feet (8') in height and one hundred and twenty (12 square feet of floor space, shall correspond to the style, color and architecture c dwelling to which it is appurtenant and shall be subject to approval by the Archite Control Committee.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles: No boat motor homes, boats, travel trailers, truck trailers, inoperative automobiles, campe vehicles of any kind are to be stored more than forty-eight (48) hours in the publi right-of-way or on driveways. Permanent and semi-permanent storage of such items a hicles must be screened from public view, either within the garage or behind the fe which encloses the rear of the Lot.

10. Mineral Operations: No oil drilling, oil development operations, oi fining, quarrying or mining operations of any kind shall be permitted upon or in a: nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upo in any Lot. No derricks or other structure designed for use in boring for oil or n gas shall be erected, maintained or permitted upon any Lot.

11. Animal Husbandry: No animals, livestock or poultry of any kind shall raised, bred or kept on any Lot except that dogs, cats or other common household pe to exceed a total of three (3) adult animals) may be kept provided that they are no bred or maintained for commercial purposes.

12 Walls and Fences: No fence or wall shall be erected, placed or alter any Lot:

A. Nearer to any street than the minimum building set-back lines a shown on the Subdivision Plat;

B. Nearer to the front lot line than the plane of the front exteri wall of the residential structure on the Lot.

The Architectural Control Committee may, at its discretion, permit a fence to be located nearer to the front lot line than the plane of the front exterior wall of the residential strucuture (but not in front of the building set-back line). All fencing for interior lots shall be of wood or ornamental metal. Walls can be brick, stucco or native stone. However, fencing installed adjacent to major thoroughfares or public spaces including, without limitation, Lot Twenty-Seven (27) and Lot Forty-One (41) of Block Four (4), must be of standard design and color as approved by the Architectural Control Committee. The use of chain link fencing is prohibited, except for tennis courts and other special applications, and then only with written permiss from the Architectural Control Committee. No fence shall exceed seven (7) feet in he without written permission from the Architectural Control Committee.

13. Underground Electrical Service: An underground electric distribution s tem will be installed in that part of Hunters Glen, Section One-D, designated Undergr Residential Subdivision, which underground service area shall embrace all Lots in Hun Glen, Section One-D. The Owner of each Lot in the Underground Residential Subdivisio shall, at his own cost, furnish, install, own and maintain (all in accordance with requirements of local governing authorities and the National Electrical Code) the ground service cable and appurtenances from the point of the electric company's me on customer's structure to the point of attachment at such company's installed tra formers or energized secondary junction boxes, such point of attachment to be made able by the electric company at a point designated by such company at the property of each Lot. The electric company furnishing service shall make the necessary conn at said point of attachment and at the meter. In addition, the Owner of each lot s at his own cost, furnish, install, own and maintain a meter loop (in accordance wit then current standards and specifications of the electric company furnishing servic the location and installation of the meter of such electric company for the residen constructed on each Owner's Lot. For so long as underground service is maintained, electric service to each Lot in the Underground Residential Subdivision shall be un in character and exclusively of the type known as single phase, 120/240 volt, three 60 cycle, alternating current.

The electric company will install the underground electric distribution sys in the Underground Residential Subdivision at no cost to Developer (except for cert conduits, where applicable, and except as hereinafter provided) upon Developer's re sentation that the Underground Residential Subdivision is being developed for resid

dwelling units, including homes, and if permitted by the restrictions applicable to subdivision, townhouses, duplexes and apartment structures, all of which are design be permanently located where originally constructed (such category of dwelling unit pressly to exclude mobile homes) which are built for sale or rent and all of which tiple dwelling unit structures are wired so as to provide for separate metering to dwelling unit. Should the plans of the Developer or Lot Owners in the Underground dential Subdivision be changed so as to permit the erection therein of one or more homes, Company shall not be obligated to provide electric service to any such mobil unless (a) Developer has paid to the Company an amount representing the excess in c for the entire Underground Residential Subdivision, of the underground distributio tem over the cost of equivalent overhead facilities to serve such Subdivision or (1 Owner of each affected Lot, or the applicant for service to any mobile home, shall to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that amount reasonably represents the excess in cost of the underground distribution sy serve such Lot or dwelling unit over the cost of equivalent overhead facilities to such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electr cilities serving such Lot, which arrangement and/or addition is determined by Comp be necessary.

14. Underground Telephone Service: A buried telephone cable system will stalled in an area in Hunters Glen, Section One-D Subdivision which area shall embra Lots in Hunters Glen, Section One-D Subdivision. The Owner of each Lot shall, at his own cost, install in each home, flexible or rigid conduit with pull wire and a mini of three (3) outlet boxes, at the locations where he desires telephones, all in acc dance with specifications available from Southwestern Bell Telephone Company, in or the telephone company may install its wiring and equipment in each home in the most peditious and least costly manner. In the event an Owner fails to comply with the quirements of the preceding sentence, the telephone company will install its stand exposed wiring in such Owner's home and the Owner will be required to pay the tele company's standard installation charges therefor.

15. Lot Maintenance: The Owners or occupants of all Lots shall at all t keep all weeds and grass thereon cut in a sanitary, healthful and attractive manne shall not use any Lot for storage of materials and equipment except for normal resid requirements or those incident to construction of improvements thereon as herein per mitted; nor permit the accumulation of garbage, trash or rubbish of any kind there shall not burn anything (except by use of an incinerator and then only as prescribe during such hours as permitted by law). In the event of default on the part of the or occupant of any Lot in observing the above requirements or any of them, such de continuing after ten (10) days written notice thereof, Declarant or its assigns may without liability to the Owner or occupant in trespass or otherwise enter upon said or cause to be removed such garbage, trash and rubbish or do any other thing necess secure compliance with these restrictions so as to place said Lot in a neat, attrac healthful and sanitary condition and may charge the Owner or occupant of such Lot f the cost of such work. The Owner or occupant, as the case may be, agrees by the pu or occupancy of the property to pay for such work immediately upon receipt of a sta ment thereof. In the event of the failure to pay such statement, the amount there may be added to the annual maintenance charge provided for herein.

16. Signs, Advertisements, Billboards: No signs, billboards, posters or vertising devices of any character shall be erected or displayed to the public view any Lot except one (1) sign of not more than five (5) square feet advertising the p erty for sale. The right is reserved for builders, provided consent is obtained fr the Declarant, to construct and maintain signs, billboards or advertising devices c Lots owned by Declarant for the purpose of advertising for sale dwellings construct by the builders and not previously sold by such builders; provided, however, that s signs, billboards or advertising devices must be removed within ten (10) days follo notice to that effect from Declarant or its assigns.

17. Location and Maximum Height of Antennae: No exterior antennae may be those used for receiving normal television and/or citizen band signals with the following limitations:

1. Antennae must be attached to the dwelling, provided that such antennae must be located to the rear of the roof ridge line, gable or center line of the principal dwelling, unless this is not possible due solely to the design of the roof.

2. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure.

3. Guy wires may be installed for purposes of securing antennae; provided, however, that such wires must not encroach upon any easement or adjoining Lot(s), and must be located behind the rear of the main residential structure and screened from view by installation of approved fencing as described in Paragraph 12, of this Article.

4. No antennae, either freestanding or attached, shall be permitted to extend more than fifteen (15) feet above the roof of the main residential structure on the Lot, nor shall any antenna be erected on a wodden pole.

18. Window Air Conditioners: No window or wall type air conditioners sha permitted to be used, erected, placed or maintained on or in any building in any pa the Properties, provided that the Architectural Control Committee may, at its disc permit window or wall type air conditioners to be installed if such unit, when inst shall not be visible from a street, such permission to be granted in writing.

19. Type of Construction, Materials and Landscape:

A. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty one percent (51%) masonry, unless otherwise approved by the Architectural Control Committee.

B. Yellow or orange brick should not be used except where permissi given in writing by the Architectural Control Committee.

C. Stone should be native Texas stone and must complement the styl the architecture employed and conform to the color scheme of th mediate neighborhood.

D. The roof of any building shall be constructed or covered with (wood shingles, or (2) asphalt or composition type shingles of 2 or heavier weight with a color that would be dark brown or appr mate the color of weathered cedar shingles. The decision of su comparison shall rest exclusively with the Architectural Contro Committee. Any other type roofing material shall be permitted at the sole discretion of the Architectural Control Committee written request.

E. Before the dwelling unit is completed the Lot Owner shall const a sidewalk four (4) feet in width parallel to the street curb shall extend from a projection of the Lot boundary line(s) into street right-of-way and/or street curbs at corner Lots.

F. Residents are encouraged to use standard mailbox designs and colors, as approved by the Architectural Control Committee, or an alternate design and color that matches the residence on the Lot where the mailbox is placed, such alternate being subject to approval for appropriateness of design and color by the Architectural Control Committee, such approval to be at the sole discretion of the Committee.

G. All roof stacks and flashings must be painted to match roof colo

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H. On front lawns and wherever visible from any streets, there sha no decorative appurtenances placed, such as sculptures, birdbat birdhouses, fountains or other decorative embellishments unless specific items have been approved in writing by the Architectur Control Committee.

I. All playground equipment should be placed at the rear of the pr

J. No outside clothes line shall be permitted that is visible from any street.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Maintenance Assessments: The Declarant, for each Lot owned within th Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed the whether or not it shall be so expressed in such deed, is deemed to covenant and agr pay to the Association:

(a) annual assessments or charges; and,

(b) special assessments for capital improvements, such assessments be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasc attorneys' fees, shall be a charge on the land and shall be a continuing lien upon property against which each such assessment is made. Each such assessment, togethe interest, costs and reasonable attorney's fees, shall also be the personal obligati the person who was the Owner of such property at the time when the assessment fell The personal obligation for delinquent assessments shall not pass to his successors title unless expressly assumed by them.

2. Purpose of Assessments: The assessments levied by the Association sh be used exclusively to promote the recreation, health, safety and welfare of the Ow in the Properties and for the improvement and maintenance of the Common Area, if an

The proceeds of the regular annual assessments or special assessments shall be used to reimburse Declarant for any capital expenditures incurred in constructio other improvements to either recreational facilities within the Subdivision or recr tional facilities outside the perimeter of the Subdivision, nor for the operation o maintenance of any such facilities prior to conveyance unencumbered to the Associat

3. Maximum Annual Assessments: The maintenance charge on Class B Lots sh be a maximum of fifty percent (50%) of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot beginning the first full mo after the date the first house in the Subdivision is conveyed or on the date fixed by Board of Directors to be the date of commencement, whichever occurs first. The entir accrued charge (of said rate stated above per month) on each Lot shall become due and able on the date such Lot converts from a Class B Lot to a Class A Lot by reason of t Owner's purchase of the residence thereon. For purposes of the maintenance assessmen only, Class A Lots shall be defined as those Lots which have had the residence therec purchased, and Class B Lots shall be all other Lots.

The maintenance charge on Class A Lots shall be a sum determined by The Hunte Glen, Section IV Association not to exceed the maximum annual assessment, which shall at $120.00 for the initial assessment year. The initial charge shall accrue and becc due and payable on each Lot on the day such Lot converts from a Class B Lot to a Clas Lot by reason of the Owner's purchase of the residence thereon. The determination of amount of such initial charge, which shall be for the remainder of the year in which class conversion of said Lot occurs, shall be made by the Hunters Glen, Section IV As ation on, or as of, said accrual date and shall be immediately due and payable. The tenance charge on each Class A Lot becomes due and payable in advance on the first da January of each succeeding year, and shall be in an amount (not to exceed the maximum nual assessment) determined by the Hunters Glen, Section IV Association during the th (30) day period next preceding the due date of said charge.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum annual assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements: In addition to the ann assessments authorized above, the Association may levy, in any assessment year, a s assessment applicable to that year only for the purpose of defraying, in whole or i the cost of any construction, reconstruction, repair or replacement of a capital im ment upon the Common Area, if any, including fixtures and personal property related provided that any such assessment shall have the assent of two-thirds (2/3) of the each class of members who are voting in person or by proxy at a meeting duly called this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4: ten notice of any meeting called for the purpose of taking any action authorized un Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor mo sixty (60) days in advance of the meeting. At the first such meeting called, the p of members or of proxies entitled to cast sixty percent (60%) of all the votes of e class of membership shall constitute a quorum. If the required quorum is not prese another meeting may be called subject to the same notice requirement, and the requi quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at preceding meeting. No such subsequent meeting shall be held more than sixty (60) d following the preceding meeting.

6. Uniform Rate of Assessment: Both annual and special assessments must fixed at a uniform rate within Class A Lot group and within Class B Lot group and m collected on a monthly basis.

7. Date of Commencement of Annual Assessments: The Board of Directors s fix the amount of the annual assessment against each Lot at least thirty (30) days vance of each annual assessment period. Written notice of the annual assessment sh sent to every Owner subject thereto. The due dates shall be established by the Boa Directors. The Association shall, upon demand, and for a reasonable charge, furnis certificate signed by an officer of the Association setting forth whether the asses on a specified Lot have been paid.

8. Effect of Nonpayment of Assessments and Recourse Available to Associa Any assessment not paid within thirty (30) days after the due date shall bear inter the due date at the rate of ten percent (10%) per annum. The Association may bring tion at law against the Owner personally obligated to pay the same, or foreclose th against the property. No Owner may waive or otherwise escape liability for the ass provided for herein by non-use of the Common Area, if any, or abandonment of his Lo

9. Subordination of the Lien to Mortgages: The lien of the assessments for herein shall be subordinate to the lien of any first mortgage. Sale or transfe Lot shall not affect the assessment lien. However, the sale or transfer of any Lot suant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish t of such assessments as to payments which become due prior to such sale or transfer. sale or transfer shall relieve such Lot from liability for any assessments thereaft coming due or from the lien thereof.

ARTICLE IV

GENERAL PROVISIONS

1. Owner's Easements of Enjoyment: Every Owner shall have a right and of enjoyment in and to the Common Area, if any, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and fees for the use of any recreational facility situated upon the Common Area, if any;

B. The right of the Association to suspend the voting rights and rig use the Common Areas, if any, by an Owner for any period during any assessment against his Lot remains unpaid, and for a period n exceed sixty (60) days for any infraction of its published rules regulations;

C. The right of the Association to dedicate or transfer all or any p the Common Area, if any, to any public agency, authority or utili such purposes and subject to such conditions as may be agreed to members. No such dedication or transfer shall be effective unles instrument signed by two-thirds (2/3) of each class of members ag to such dedication or transfer has been recorded;

D. Any Owner may delegate, in accordance with the By-Laws, his right enjoyment to the Common Area, if any, and facilities to the membe his family, his tenants, or contract purchasers who reside on the perty.

2. Membership and Voting Rights: Every Owner of a Lot which is subject sessment shall be a member of the Association. Membership shall be appurtenant to not be separated from ownership of any Lot which is subject to assessment.

The Association shall have two classes of voting membership:

Class A: Class A members shall all be Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Lot owned by a Class A member shall be a Class A Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including duly annexed areas, if any, or

B. December 31, 1983

The Lot or Lots owned by Class B member(s) shall be Class B lots.

3. Enforcement: The Association, the Declarant, its successors and assigr or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability: Invalidation of any one or more of these covenants, re strictions by judgment or court order shall in no way affect any other provisions shall remain in full force and effect.

5. Amendment: The covenants and restrictions of this Declaration shall with and bind the land, for a term of thirty (30) years from the date this Declarat is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty year period by an instrument signed by not less than seventy-Five percent (75%) of Owners, and therafter may be amended or terminated by an instrument signed by not l than sixty percent (60%) of the Lot Owners. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for rec in the Official Public Records of Real Property of Fort Bend County, Texas.

6. FHA/VA Approval: As long as there is a Class B membership, the follo actions will require the prior approval of the Federal Housing Authority and the Veterans Administration: Annexation of additional Properties, dedication of Common Area, if any, and amendment of this Declaration of Covenants, Conditions and Restri

7. Annexation: Additional residential property and Common Area may be a to the Properties with the consent of two-thirds (2/3) of each class of membership, however, upon submission and approval by FHA/VA of a general plan of the entire dev ment and approval of each stage of development, such additional stages of developme may be annexed by the Hunters Glen, Section IV Association Board of Directors without such approval by the membership.

8. Effect of Violations on Liens: It is specifically provided that a vi tion of any one or more of these covenants, conditions or restrictions shall not af the lien of any mortgage or deed of trust now of record, or which may hereafter be of record, or other lien acquired and held in good faith upon said Lots or any part of, but such liens may be enforced as against any and all property covered thereby, nevertheless to the restrictions herein contained.

9. Lienholder: Bank joins herein solely for the purpose of subordinating liens held by it of record upon the Properties to the covenants, conditions and rest tions hereby imposed by Declarant with, however, the stipulation that such subordina does not extend to any lien or charge imposed by or provided for in this Declaration

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 26th day of September, 1980.

"DECLARANT"

ATTEST:

LEXINGTON DEVELOPMENT COMPANY

Assistant Secretary

By: Lawrence P. Mosher
Lawrence P. Mosher
Vice President

"LIENHOLDER"

ATTEST:

CITIBANK, N.A.

By:

DEED

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE P. MOSHER, Vice President of LEXINGTON DEVELOPMENT COMPANY, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity stated, and as the act and deed of sai corporation.

GIVEN UNDER MY HAND and seal of office this the 21st day of September, 1980.

Notary Public in and for
Harris County, Texa

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Philip Kozloff, Vice President of CITIBANK, N.A., a Delaware Corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this the 2nd day of October, 1980.

NOTARY PUBLIC
STATE OF TEXAS

Theresa K. Frank
Notary Public in and for
Harris County, Texas

THERESA K. FRANK
Notary Public in Harris County, Texas
My Commission Expires May 17, 1981
Bonded by Alexander Lovell, Lawyers Surety Corp.

FILED FOR RECORD
TIME 1:30 A.M. (P.M.)
OCT 3 1980

Pearl Ebbitt
COUNTY CLERK, FORT BEND COUNTY, TEX