

Coronado Motor Hotels, Inc.

209428

To:

COMMUNITY

DEED VOL. 555 PAGE 305

Quail Valley East Subd., Sec. 1.

207966

RESTRICTIONS

DEED VOL. 567 PAGE 416

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

Whereas MacNaughton & Co., (Hereinafter called MacNaughton & Co.) a Texas corporation, Agent and Attorney in fact for Coronado Motor Hotels, Inc. being owners of that certain 65.5097 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Quail Valley East Subdivision, Section I according to the plat filed for record in the office of the Clerk of Fort Bend County, Texas in Volume 554 10, Page 47 of the Map Records thereof does hereby establish, adopt, and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Quail Valley East Subdivision, Section I (described below) for the benefit of the present and future owners of said lots and the Quail Valley East Community Association, Inc.:

Section I., Totaling 261 Lots

Block 1: Lots 1 through 16

Block 3: Lots 1 through 75

Block 4: Lots 1 through 26

Block 5: Lots 1 through 27

Block 7: Lots 1 through 78

Block 8: Lots 1 through 13

Block 10: Lots 1 through 26

1. Single Family Residential Construction

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not less than two (2) nor more than three (3) cars and bona fide servant's quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be 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

No building or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of J. H. MacNaughton, W. E. Daniels and Dick Conger, or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect of topography and finish grade elevations. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than one thousand four hundred (1,400) square feet for one-story dwelling nor less than one thousand (1,000) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than one thousand six hundred (1,600) square feet.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10)

feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no part of the house building shall be located nearer than five (5) feet to an interior lot line except where the adjoining house building is located more than five (5) feet from the same interior lot line, in which event one house building may be located no nearer than three (3) feet from said interior lot line, provided that the adjoining house building is located at least seven (7) feet from the same interior lot line to the effect that a minimum of ten (10) feet is maintained between adjacent main residential house buildings. A garage or other permitted accessory building located seventy (70) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

5. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither MacNaughton & Co., or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land 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 single 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. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot. Semi-permanent is defined as exceeding a twelve (12) hour period of time.

10. Mineral Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the 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 pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. Walls, Fences and Hedges

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No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. Any wall, fence or hedge erected as a protective screening on a lot by MacNaughton & Co. shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13. Visual Obstructions at the Intersections of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

14. 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 and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. 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 MacNaughton & Co. or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove 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 occupation of the property to pay such statement immediately upon receipt thereof.

15. Signs, Advertisements, Billboards

Except for signs owned by Builders advertising their model parks during the period of original home constructions and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign may be erected or maintained on any lot in said subdivision. MacNaughton & Co. or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16. Roofing Material

The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee or (3) crushed marble slag or pea gravel set in a built-up type roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. Maximum Height of Antennae

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No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

18. Sidewalks

Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the lot boundary line and shall extend into the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install a sidewalk parallel to the front lot line and the side street lot line.

19. Underground Electric Service

Underground electric service shall be available to certain lots at the sole discretion of MacNaughton & Co. and the Houston Lighting & Power Company in compliance with the Federal Housing Administration's guidelines. The owner of such lot shall at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the Electric Company's metering or the customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electric connections 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 the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained the electric service to each lot shall be uniform and exclusively of the type known as single phase 120-240 volt, 3-wire, 60 cycle alternating current.

20. The Quail Valley East Community Association, Inc.

Definitions:

- (a) "Association" shall mean and refer to Quail Valley East Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. Common Area improvements will consist of swimming pool, bath house and play-ground area. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Being a tract or parcel of land containing 0.707 acres located in the David Bright League, Abstract No. 13, Fort Bend County, Texas, said 0.707 acres of land being fully described as follows:

BEGINNING at a point for corner in the South line of Cartwright Road located South 88°19'05" West with said South line, a distance of 652.85 feet from an iron rod marking the Northeast corner of a 12.50 acre tract described in deed from Holman Cartwright to F. D. Drescher, recorded in Volume 199, Page 631 of the Deed Records of Fort Bend County, Texas, said point of beginning also being located North 88°19'05" East with the South line of Cartwright Road, a distance of 1239.03 feet from its intersection with the East line of the Brazos River Authority 110-foot wide canal right-of-way;

THENCE North 89°19'05" East with said South line of Cartwright Road, a distance of 182.63 feet to a point for corner;

THENCE South 1°40'55" East, a distance of 111.90 feet to a point for corner;

THENCE South 57°09'06" West, a distance of 214.35 feet to a point for corner;

THENCE in a Northerly direction, following a curve to the right having a radius of 398.58 feet, a central angle of 6°11'12" and whose chord bears North 6°55'27" West (43.02 foot chord) an arch distance of 43.04 feet to a point for corner;

THENCE North 2°48'35" East, a distance of 60.18 feet to a point for corner;

THENCE North 1°40'55" West, a distance of 120.00 feet to the point of beginning, containing 0.707 acres of land, more or less.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Reserves.

(f) "Declarant" shall mean and refer to MacNaughton & Co. a Texas Corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

21. Maintenance Assessments

MacNaughton & Co. imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual Assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements. The annual and special assessments, together with all reasonable and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property in that 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 lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by MacNaughton & Co. for the purpose of securing payment of said charge assigned to the Quail Valley East Community Association, Inc. without recourse on MacNaughton & Co. in any manner for the payment of said charge and indebtedness.

22. Purpose of Assessments

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The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Area, and of the homes situated upon the properties. The proceeds of regular annual or special assessments shall not be used to reimburse MacNaughton & Co. its successors or assigns, for any capital expenditures incurred in construction or other improvements of common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

23. Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seventy-Two (\$72.00) per lot.

(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 three percent (3%) above the maximum assessment for the previous year without a vote of the membership, which increase if not specifically increased from year to year shall be cumulative to the specific year in which an increase becomes effective, but in no event shall the maximum assessment exceed Ninety-Six Dollars (\$96.00) per year.

(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 three percent (3%) 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 this purpose, but in no event shall the maximum assessment exceed Ninety-Six Dollars (\$96.00) per year.

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

24. 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

25. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and the right to use of the recreation facility 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 each infraction of its published rules and regulations.

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

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

26. Delegation of Use

Any owner may delegate in accordance with the by-laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

27. Membership and Voting Right

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may 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 be all owners with the exception of MacNaughton & Co. and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class B members shall be MacNaughton & Co. or its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from MacNaughton & Co. for the purpose of development. Class B members shall be entitled to three 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: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, but subject to further cessation in accordance with the limitations set forth in this paragraph; or (2) on January 1 of 1980.

MacNaughton & Co. hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Quail Valley East Community Association, Inc., when either of the conditions (1) or (2) above occur.

28. Rate of Assessment

All lots in Quail Valley East, Section I shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by MacNaughton & Co. are not exempt from assessment. Lots which are occupied by residents shall be subject to annual assessment determined by the Board of Directors (According to Paragraphs 24 and 29). Lots which are not occupied by a resident and which are owned by MacNaughton & Co., a builder, a building company, a Mortgage Company or a Bank shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

29. Date of Commencement of Annual Assessments

DEED VOL. 565 PAGE 312
DEED VOL. 567 PAGE 423

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

30. Effect of Non-Payment of Assessments

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. 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.

31. Subordination of Lien

The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, and (i) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), comprising Quail Valley East Subdivision, Section I, a subdivision in Fort Bend County, Texas, or (ii) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the real property comprising Quail Valley East Subdivision, Section I, a subdivision in Fort Bend County, Texas.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The Notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments the nonpayment of which is the basis of said proposed proceeding.

The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

32. Enforcement

The Association 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 these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

33. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

34. Amendment to the Above Deed Restrictions

DEED VOL. 565 PAGE 313
DEED VOL. 567 PAGE 424

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

35. Books and Records

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

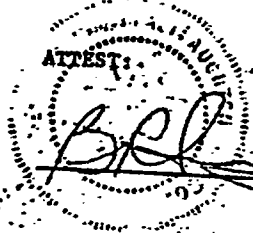
36. FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

37. Annexation

Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors with the Association's consent. Annual assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

DATED this 28th day of April, 1972

ATTEST:

[Signature]
Secretary

CORONADO MOTOR HOTELS, INC. by
MacNAUGHTON & CO., Agent and
Attorney in Fact.
[Signature]
President

ATTEST:
[Signature]
Secretary

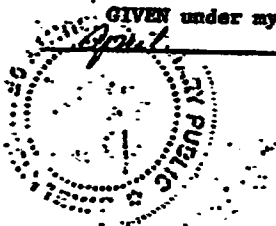
QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC.
[Signature]
President

THE STATE OF TEXAS I
COUNTY OF HARRIS I

DEED VOL. 565 PAGE 314
DEED VOL. 567 PAGE 425

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of MacNaughton & Co., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 28 day of April, 1972.

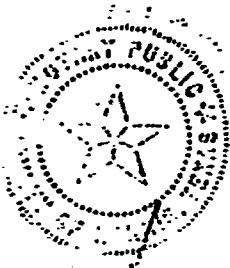


Shirley J. Eames
Notary Public, Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared H. J. Ruschley, President of Quail Valley East Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 28 day of April, 1972.



Karen M. Ruschley
Notary Public, Harris County, Texas

FILED FOR RECORD
AT 1:45 O'CLOCK P.M.

MAY 5 - 1972

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

STATE OF TEXAS COUNTY OF FORT BEND

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

FILED FOR RECORD
AT 3:10 O'CLOCK P.M.

JUN - 7 1972

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



MAY 9 - 1972

Ella Macek
COUNTY CLERK, Fort Bend
County, Texas

COMPARED

Metropolitan Development Corp.

DEED VOL. 564 PAGE 391

To:

Quail Valley East Subd., Sec. 2

207291

RESTRICTIONS

THE STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

I

WHEREAS, METROPOLITAN DEVELOPMENT CORPORATION, a Texas Corporation, (hereinafter called Metropolitan) being owners of that certain 41.881 acre tract of land which has been heretofore platted and sub-divided into that certain subdivision known as QUAIL VALLEY EAST SUBDIVISION, SECTION 2, according to the plat filed for record in the office of the Clerk of Fort Bend County, Texas, in Volume 9, Page 11, of the Map Records thereof, does hereby establish, adopt, and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in said Quail Valley East Subdivision, Section 2 (described below) for the benefit of the present and future owners of said lots and the Quail Valley East Community Association, Inc.:

Section 2, Totaling 132 Lots

Block 12: Lots 1 through 7
Block 13: Lots 1 through 14
Block 14: Lots 1 through 23
Block 15: Lots 1 through 38
Block 16: Lots 1 through 28
Block 17: Lots 1 through 22

Minimum Square Footage Within Improvements

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than the minimum square footages shown below:

Table with 4 columns: BLOCK, LOTS, FOR A ONE STORY DWELLING, FOR A 1 1/2, 2 STORY DWELLING. Rows list lot ranges and corresponding square footages for one-story and two-story dwellings.

1. Single Family Residential Construction

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not less than two (2) nor more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be 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

No building or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of J. H. MacNaughton, W. E. Daniels, Dick Conger, and H. J. Buckley, or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevations. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

3. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 4, no part of the house building shall be located nearer than five (5) feet to an interior lot line except where the adjoining house building is located more than five (5) feet from the same interior lot line, in which event one house building may be located no nearer than three (3) feet from said interior lot line, provided, that the adjoining house building is located at least seven (7) feet from the same interior lot line to the effect that a minimum of ten (10) feet is maintained between adjacent main residential house buildings. A garage or other permitted accessory building located seventy (70) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, caves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

4. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

5. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Metropolitan Development Corporation or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

6. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single 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.

7. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

8. Storage of Automobiles, Boats, Trailers and Other Vehicles.

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot. Semi-permanent is defined as exceeding a twelve (12) hour period of time.

9. Mineral Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. 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 pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

11. Walls, Fences and Hedges

No walls, fence or hedge in excess of three(3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. Any wall, fence or hedge erected as a protective screening on a lot by Metropolitan Development Corporation shall pass ownership with title to the property and it shall be the owner's responsibility to maintain said protective screening thereafter.

12. Visual Obstructions at the Intersections of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

13. 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 and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. 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 Metropolitan Development Corporation or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish to 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 occupation of the property to pay such statement immediately upon receipt thereof.

14. Signs, Advertisements, Billboards

Except for signs owned by Builders advertising their model parks during the period of original home constructions and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign may be erected or maintained on any lot in said subdivision. Metropolitan Development Corporation or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

15. Roofing Material

The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee or (3) crushed marble slag or pea gravel set in a built-up type roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

16. Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

17. Sidewalks

Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the lot boundary line and shall extend into the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install a sidewalk parallel to the front lot line and the side street lot line.

18. Underground Electric Service

Underground electric service shall be available to certain lots at the sole discretion of Metropolitan Development Corporation and the Houston Lighting & Power Company in compliance with the Federal Housing Administration's guidelines. The owner of such lot shall at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the Electric Company's metering of the customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electrical connections 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 the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For as long as underground service is maintained the electric service to each lot shall be uniform and exclusively of the type known as single phase 120-240 volt, 3-wire 60 cycle alternating current.

19. The Quail Valley East Community Association, Inc.

Having obtained the written consent of MacNaughton & Co., Trustee, the developer of Quail Valley East ^{Section 1} to adopt in these restrictions the provisions related to the Quail Valley East Community Association, Inc., so that the owners of lots in Quail Valley East, Section 2, shall become members of the Quail Valley East Community Association, Inc., and shall enjoy all the privileges and benefits thereof and be subject to the payment of assessments imposed by the Association as hereinafter provided, Metropolitan does hereby adopt and incorporate by reference the provisions of Paragraph 20 of the Restrictions pertaining to Section 1 of Quail Valley East, a subdivision, which are more fully set out as follows:

Definitions:

- (a) "Association" shall mean and refer to Quail Valley East Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. Common Area improvements will consist of swimming pool, bath house and play ground area. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:
- Being a tract or parcel of land containing 0.707 acres of land located in the David Bright League, Abstract No. 13, Fort Bend County, Texas, said 0.707 acres of land being fully described as follows:
- BEGINNING at a point for corner in the South line of Cartwright Road located South 88° 19' 05" West with said South line, a distance of 652.85 feet from an iron rod marking the Northeast corner of a 12.50 acre tract described in deed from Holman Cartwright to F.D. Drescher, recorded in Volume 199, Page 631 of the Deed Records of Fort Bend County, Texas, said point of beginning also being located North 88° 19' 05" East with the South line of Cartwright Road, a distance of 1239.03 feet from its intersection with the East line of the Brazos River Authority 110-foot wide canal right-of-way;
- THENCE North 89° 19' 05" East with said South line of Cartwright Road, a distance of 182.63 feet to a point for corner;
- THENCE South 1° 40' 55" East, a distance of 111.90 feet to a point for corner;
- THENCE South 57° 09' 06" West, a distance of 214.35 feet to a point for corner;
- THENCE in a Northerly direction, following a curve to the right having a radius of 398.58 feet, a central angle of 6° 11' 12" and whose chord bears North 6° 55' 27" West (43.02 foot chord) an arch distance of 43.04 feet to a point for corner;
- THENCE North 2° 48' 35" East, a distance of 60.18 feet to a point for corner;
- THENCE North 1° 40' 55" West, a distance of 120.00 feet to the point of beginning, containing 0.707 acres of land, more or less.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Reserves.

(f) "Declarant" shall mean and refer to MacNaughton & Co., Trustee, a Texas Corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

20. Maintenance Assessments

Metropolitan Development Corporation imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) Annual Assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a 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 lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each lot will evidence the retention of a Vendor's Lien by Metropolitan Development Corporation for the purpose of securing payment of said charge assigned to the Quail Valley East Community Association, Inc., without recourse on Metropolitan Development Corporation in any manner for the payment of said charge and indebtedness.

21. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties. The proceeds of regular annual or special assessments shall not be used to reimburse MacNaughton & Co., Trustee its successors or assigns, for any capital expenditures incurred in construction or other improvements of common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

22. Maximum Annual Assessment

Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be SEVENTY TWO DOLLARS (\$72.00) per lot.

- (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 three per cent (3%) above the maximum assessment for the previous year without a vote of the membership, which increase if not specifically increased from year to year shall be cumulative to the specific year in which an increase becomes effective, but in no event shall the maximum assessment exceed NINETY SIX DOLLARS (\$96.00) per year.
- (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 three (3) per cent 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 this purpose, but in no event shall the maximum assessment exceed NINETY SIX DOLLARS (\$96.00) per year.

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

23. 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

24. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and the right to use the recreation facility 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 each 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 to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 20.

25. Delegation of Use

Any owner may delegate in accordance with the by-laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

26. Membership and Voting Right

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may 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 be all owners with the exception of Metropolitan Development Corporation and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class B members shall be Metropolitan Development Corporation or its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from Metropolitan Development Corporation for the purpose of development. Class B members 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: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, but subject to further cessation in accordance with the limitations set forth in this paragraph; or (2) on January 1, 1980.

Metropolitan Development Corporation hereby agrees to assign its right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Quail Valley East Community Association, Inc., when either of the conditions (1) or (2) above occur.

27. Rate of Assessment

All lots in Quail Valley East, Section 2, shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Metropolitan Development Corporation are not exempt from assessment. Lots which are occupied by a resident and which are owned by Metropolitan Development Corporation, a builder, a building company, a Mortgage Company or a Bank shall be assessed at the rate of one half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

28. Date of Commencement of Annual Assessments

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

29. Effect of Non-Payment of Assessments

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. 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.

30. Subordination of Lien

The Vendor's Lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, and (i) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), comprising Quail Valley East Subdivision, Section 2, a subdivision in Fort Bend County, Texas, or (ii) given to secure the payment of all amounts due or to become due under and by virtue of any contract now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the real property comprising Quail Valley East Subdivision, Section 2, a subdivision in Fort Bend County, Texas.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (Judicial or otherwise) shall be a condition precedent to any such enforcement. The Notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments the non-payment of which is the basis of said proposed proceeding.

The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

31. Enforcement

The Association 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 these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

32. Severability

Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

33. Amendment to the Above Deed Restrictions

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five per cent (75%) of the Lot Owners. Any amendment must be recorded.

34. Books and Records

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

35. FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

36. Annexation

Additional residential property and common area may be annexed to the properties with the consent of two thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowners' consent. Annual Assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

DATED this 19th day of APRIL, 1972.

METROPOLITAN DEVELOPMENT CORPORATION

By L. H. Buckley
President



M. S. Sinner
Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

DEED VOL 564 PAGE 402

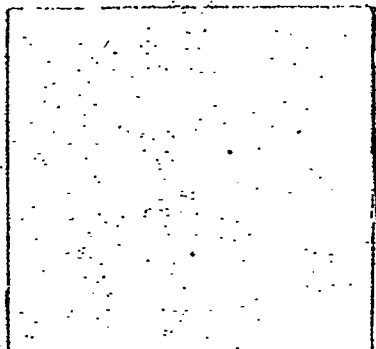
BEFORE ME, the undersigned authority, on this day personally appeared N. J. Buckley, President of Metropolitan Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19 day of April, A. D., 1972.



Karen M. Shields
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
AT 8 O'CLOCK P.M.
APR 24 1972
Ella Macek
County Clerk, Fort Bend, Co., Tex.



Duly Recorded this the 19 day of April A.D. 1972 at 4:30 O'Clock P.M.
By Betty Engelhardt Deputy Ella Macek, County Clerk
Fort Bend County, Texas

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ANNEXATION OF QUAIL VALLEY EAST SUBDIVISION
SECTION 3

THE STATE OF TEXAS I
COUNTY OF FORT BEND I

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, by that certain instrument designated as Restrictions, executed by Coronado Motor Hotels, Inc. by MacNaughton & Co., Agent and Attorney in Fact on April 28, 1972 and recorded in the office of County Clerk of Fort Bend County, Texas in Volume 565 Page No. 305, Deed Records of Fort Bend County, Texas, that certain tract and parcel of land containing 65.5097 acres there described and known as Quail Valley East Subdivision, Section One (hereinafter called "Section One") was encumbered and subject to those certain easements and restrictions described in said instrument, to which said instrument reference is here made for more particular description and all other pertinent purposes; and

WHEREAS, Paragraph 37 (Annexation) of said restrictions provided as follows, to-wit:

37. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors with the Association's consent. Annual assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

WHEREAS, Coronado Motor Hotels, Inc., by MacNaughton & Co., Agent and Attorney is the owner of certain property within the area contiguous to the East boundary of Section One containing 21.5436 acres of land in the County of Fort Bend, State of Texas, known as Quail Valley East Subdivision, Section Three and which is more particularly described as follows:

Being 21.5436 acres of land located in the David Bright League, Abstract No. 13, Fort Bend County, Texas, according to the plat thereof recorded in Volume 11, Page 1 of the Map or Plat Records in the office of the County Clerk of Fort Bend County, Texas ("Section Three"); and

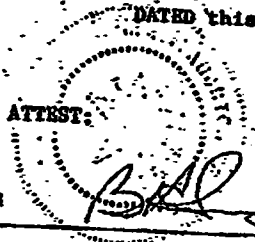
WHEREAS, detailed plans for the development of Section Three have heretofore been submitted to and approved by the Federal Housing Administration and the Veteran Administration as required by the foregoing Paragraph 37 of restrictions, and Coronado Motor Hotels, Inc. by MacNaughton & Co. Agent & Attorney in Fact, as the owner of Section Three desires to annex Section Three to Section One and to extend and include to Section Three by such annexation all of the easements and restrictions and all other applicable terms of Restrictions.

NOW, THEREFORE, Coronado Motor Hotels, Inc. by MacNaughton & Co. Agent & Attorney in Fact hereby annexes Section Three to Section One under and pursuant to the provisions of Paragraph 37 of Restrictions, and declares that all of the property comprising Section Three shall be held, sold, and conveyed subject to the easements and restrictions contained in Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. The easements and restrictions shall be binding upon all parties having or acquiring any right, title or interest in Section Three, or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESSED

That First City National Bank of Houston holder of the lien covering property comprising Huntington Village, Section Three join in placing the above restrictions, reservations, easements and covenants on Huntington Village, Section Three and each and every shomesite, tract, lot or parcel of land therein, and agree that the Dedication and Subdivision of said property by the above mentioned plat an the said reservations, restrictions, easements, and covenants shall continue in full force and effect and be binding upon the said First City National Bank of Houston, their successors and assigns and legal representatives.

DATED this 2 day of June, 1972.

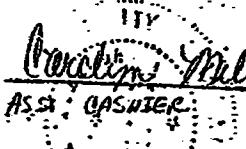
ATTEST:

[Signature]
Secretary

CORONADO MOTOR HOTELS, INC. by
MacNAUGHTON & CO. Agent and Attorney
In-Fact

[Signature]
President

ATTEST:
[Signature]
Secretary

QUAIL VALLEY EAST COMMUNITY ASSOCIAT.
INC.
[Signature]
President

ATTEST:

[Signature]
Secretary

FIRST CITY NATIONAL BANK OF HOUSTON
[Signature]
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of MacNaughton & Co., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 2 day of June, 1972.

[Signature]
Notary Public, Harris County, Texas

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority on this day personally appeared [Signature], President of QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 29 day of May, 1972.



[Signature]
Notary Public, Harris County, Texas

BEFORE ME, the undersigned authority on this day personally appeared Fred D. Herring, Vice President of FIRST CITY NATIONAL BANK OF HOUSTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 23rd day of May, 19 72.

Dorothy Lizman
Notary Public, Harris County, Texas
DOROTHY LIZMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

FILED FOR RECORD
AT 2:10 o'clock P. M.

JUN - 8 1972

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

Duly recorded on the 9th day of June, A. D., 1972, at 4:30 o'clock P. M.
By Mabel A. Grayson Deputy
ELLA MACEK, COUNTY CLERK
FORT BEND COUNTY, TEXAS

State of Texas
County of Fort Bend,

I, Diane Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in records as stamped herein by me.

October 26, 1987
DIANNE WILSON, County Clerk
Fort Bend County, Texas

by Mary Marshall Dep.

MARY MARSHALL

To:

236862

DEED VOL 607 PAGE

Quail Valley East Subd., Sec. III.
AMENDMENT TO ANNEXATION OF QUAIL VALLEY EAST SECTION 3

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, by that certain instrument designated as Restrictions, executed by Coronado Motor Hotels, Inc. by MacNaughton & Co., Agent and Attorney in Fact on April 28, 1972 and recorded in Volume 565, Page 305, Deed Records of Fort Bend County, Texas, that certain tract and parcel of land containing 65.5097 acres therei described and known as Quail Valley East, Section One (hereinafter called "Section One") was encumbered and subject to those certain easements and restrictions describe in said instrument, to which said instrument reference is here made for more particula description and all other pertinent purposes; and

WHEREAS, Paragraph 37 (Annexation) of said restrictions provided as follows, to-wit:

37. Additional residential property and common area may be annexed to the property with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and Va of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stage may be annexed by the Board of Directors with the Associations' consent. Annual assessments for annexed areas should commence as to all lots on the first day of the mo following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

WHEREAS, J. S. Building Co., is the owner of certain property within the are contiguous to the East boundary line for Section One containing 21.5436 acres of land in the County of Fort Bend, State of Texas, known as Quail Valley East, Section Three and which is more particularly described as follows:

Being 21.5436 acres of land located in the David Bright League, Abstract No. 13, Fort Bend County, Texas, according to the Plat thereof, recorded in Volume 11, Page 1, of the Map Records of Fort Bend County, Texas ("Section Three"); and

WHEREAS, detailed plans for the development of Section Three have heretofore been submitted to and approved by the Federal Housing Administration and the Veteran Administration as required by the foregoing Paragraph 37 of restrictions, and J. S. Building Co., as the owner of Section Three desires to annex Section Three to Section One and to extend and include to Section Three by such annexation all of the easements and restrictions and all other applicable terms of Restrictions.

NOW, THEREFORE, J. S. Building Co., hereby annexes Section Three to Section One under and pursuant to the provisions of Paragraph 37 of Restrictions, and declares that all of the property comprising Section Three shall be held, sold and conveyed subject to the easements and restrictions contained in Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. The easements and restrictions shall be binding upon all parties having or acquiring any right, title or interest in Section Three or any part thereof, and shall inure to the benefit of each owner thereof.

That Houston Citizens Bank & Trust Co. holder of the lien covering property comprising Quail Valley East, Section Three join in placing the above restrictions reservations, easements and covenants on Quail Valley East, Section Three, and each and every homestead, tract, lot or parcel of land therein, and agree that the Dedication

restrictions, easements and covenants shall continue in full force and effect and be binding upon the said Houston Citizens Bank & Trust Co., their successors and assigns and legal representatives.

This is an amendment and a correction of the original Annexation of Quail Valley East Subdivision, Section Three recorded in Volume 567, Page 490, of the Deed Record of Fort Bend County, Texas.

DATED this 13th day of December, 1973.



ATTEST:

[Signature]
Secretary

J. S. BUILDING CO.

By *[Signature]*
Vice President

ATTEST:

[Signature]
Asst. Secretary

QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC.

By *[Signature]*
President

ATTEST:

[Signature]
Asst. Cashier

HOUSTON CITIZENS BANK & TRUST CO.

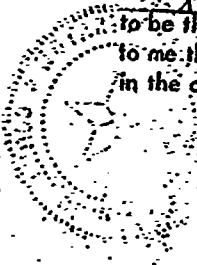
By *[Signature]*
S.R. Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared *[Signature]*, Vice President of J. S. Building Co., known to me to be the person and officer whose name is subscribed hereto and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 14th day of December, 1973.



[Signature]
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared *[Signature]*, President of Quail Valley East Community Association, Inc. known to me to be the person and officer whose name is subscribed hereto and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 14th day of December, 1973.

[Signature]
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

RECORD NO. 607 PAGE 5

BEFORE ME, the undersigned authority, on this day personally appeared Perry Russell, Vice President of Houston Citizens Bank & Trust Co., known to me to be the person and officer whose name is subscribed hereto and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 14th day of December, 1973.

FILED FOR RECORD
AT 3:30 O'CLOCK P.M.

DEC 17 1973

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

Lore Lagna
Notary Public in and for Harris County, Texas
LORE LAGNA
Notary Public in and for Harris County, Texas
My Comm. Expires Dec. 1, 1975

Recorded this the 18 day of December A.D. 1973 at 4:30 O'Clock P.M.
Betty Engelhardt Deputy
Ella Macek, County Clerk
Fort Bend County, Texas

State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the records as stamped herein by me.

Dianne Wilson
DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Mary Marshall Dep.

MARY MARSHALL

COMPARED

Metropolitan Dev. Corp.,

REC'D VOL. 586 PAGE 636

To:

Quail Valley East Subd., Sec. IV 223221.

ANNEXATION OF QUAIL VALLEY EAST SUBDIVISION

SECTION 4

THE STATE OF TEXAS

I

COUNTY OF FORT BEND

I

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, by that certain instrument designated as Restrictions, executed by METROPOLITAN DEVELOPMENT CORPORATION on April 19, 1972, and recorded in the Office of County Clerk of Fort Bend County, Texas, in Volume 564, Pages 391-402, Deed Records of Fort Bend County, Texas, that certain tract and parcel of land containing 41.881 acres therein described and known as Quail Valley East Subdivision, Section Two, (hereinafter called "Section Two") was encumbered and subject to those certain easements and restrictions described in said instrument, to which said instrument reference is here made for more particular description and all other pertinent purposes: and

WHEREAS, Paragraph 36 (Annexation) of said Restrictions provided as follows, to-wit:

36.. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowners' consent. Annual Assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other; and

WHEREAS, METROPOLITAN DEVELOPMENT CORPORATION is the owner of certain property contiguous to the East Boundary Line of Section 2 of Texas, which has been heretofore platted and subdivided into that certain subdivision known as Quail Valley East Subdivision, Section Four, according to the plat filed for record in the Office of the Clerk of Fort Bend County, Texas, in Volume 12, Page 3 of the Map Records thereof, does hereby annex those referenced restrictions, reservations, covenants, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in said Quail Valley East Subdivision, Section Four, (described below), for the benefit of the present and future owners of said lots and the QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC:

STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing to be...
the same appears no file...
appropriate records of Fort Bend County, Texas.

I hereby certify, on November 18, 1972
Dennis G. Gibson
County Clerk
Fort Bend County, Texas



Mary Marshall
Deputy

Section 4, Totaling 267 Lots

<u>BLOCK</u>	<u>LOTS</u>
13	15-24
29	1-43
18	1-23
19	1-18
20	1-41
21	1-31
22	1-26
23	1-38
24	1-19
28	1
26	1-13
27	1-4

Minimum Square Footage Within Improvements

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than the minimum square footages shown below:

<u>BLOCK</u>	<u>LOTS</u>	<u>FOR A ONE STORY DWELLING</u>	<u>FOR A 1 1/2, 2 STORY DWELLING</u>
13	15-24	1,200 Square Feet	720 Square Feet
29	1-43	1,200 Square Feet	720 Square Feet
18	1-23	1,200 Square Feet	720 Square Feet
19	1-18	1,200 Square Feet	720 Square Feet
20	1-21	1,200 Square Feet	720 Square Feet
20	22-41	1,600 Square Feet	960 Square Feet
21	1-31	1,200 Square Feet	720 Square Feet
22	1-26	1,600 Square Feet	960 Square Feet
23	1-38	1,200 Square Feet	720 Square Feet
24	1-19	1,200 Square Feet	720 Square Feet
28	1	1,200 Square Feet	720 Square Feet
26	1-13	1,200 Square Feet	720 Square Feet
27	1-4	1,200 Square Feet	720 Square Feet
		1,600 Square Feet	960 Square Feet

WHEREAS, METROPOLITAN DEVELOPMENT CORPORATION is concerned with the health and welfare of the residents of the subdivision, and believes that the requirement of a trash compacting device would further the health and welfare of property owners of the subdivision; and

WHEREAS, detailed plans for the development of Section Four have heretofore been submitted to and approved by the Federal Housing Administration and the Veteran's Administration as required by the foregoing Paragraph 36 of Restrictions, and METROPOLITAN DEVELOPMENT CORPORATION, as the owner of Section Four, desires to annex Section Four to Section Two and to extend and include to Section Four by such annexation all of the easements and Restrictions and all other applicable terms of Restrictions;

NOW, THEREFORE, METROPOLITAN DEVELOPMENT CORPORATION hereby annexes Section Four to Section Two under and pursuant to the provisions of Paragraph 36 of the Restrictions, and declares that all of the property comprising Section Four shall be held, sold and conveyed subject to the easements and restrictions contained in Restrictions, all of which are for the purpose of enhancing and

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on November 18, 1957



Richard E. Fisher
County Clerk
Fort Bend County, Texas

protecting the value, desirability and attractiveness of the real property covered thereby. The easements and restrictions shall be binding upon all parties having or acquiring any right, title or interest in Section Four, or any part thereof, and shall inure to the benefit of each owner thereof; and

FURTHER, METROPOLITAN DEVELOPMENT CORPORATION hereby imposes as an additional restriction on the Section Four property the requirement that all dwelling units built therein be equipped with a trash compacting device and that such device be kept in operating condition.

DATED this 21st day of MARCH, 1973.

METROPOLITAN DEVELOPMENT CORPORATION

By [Signature]
President

ATTEST:

[Signature]
Secretary

QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on November 18, 1977



[Signature]
County Clerk
Fort Bend County, Texas

[Signature]
Deputy

MARY MARSHALL

THE STATE OF TEXAS I
COUNTY OF HARRIS I

DEED VOL. 586 PAGE 639

BEFORE ME, the undersigned authority, on this day personally appeared H. J. BUCKLEY, PRESIDENT of QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said Corporation.

GIVEN under my hand and seal of office on this the 21st day of March, 1973.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared James H. Albert, Vice President of CONTINENTAL BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said Bank.

GIVEN under my hand and seal of office on this the 21 day of March, 1973.

[Signature]
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF FORT BEND

The above and foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Fort Bend County, Texas.

I hereby certify, on *March 19, 1987*

[Signature]
Fort Bend County, Texas
[Signature] Deputy
MARY MARSHALL

Continental Bank, owner and holder of a lien against the above described property, said lien being evidenced by an instrument of record in Volume 249, Page 147, of the Mortgage Records of Fort Bend County, Texas, do hereby in all things subordinate to said subdivision, restrictions and dedication of said lien, and I hereby confirm that Continental Bank is the present owner of said lien and has not assigned the same or any part thereof.

CONTINENTAL BANK as Lien Holder

By [Signature]
Vice President

ATTEST:

[Signature]
Assistant Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES L. SOWELL, PRESIDENT of METROPOLITAN DEVELOPMENT 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 purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said Corporation.

GIVEN under my hand and seal of office on this the 21st day of March, 1973.

[Signature]
Notary Public in and for
Harris County, Texas



FILED FOR RECORD
AT 2:30 P.M.

MAR 26 1973

[Signature]
County Clerk, Fort Bend, Co., Tex.

Duly Recorded this the 27 day of March A.D. 1973 at 4:30 O'Clock P.M.
By [Signature] Deputy Ella Macek, County Clerk
Fort Bend County, Texas

1141 (254) 1/2

COMPARED

DEB VGL 628 MEZ E

251262

ANNEXATION OF QUAIL VALLEY EAST SUBDIVISION

SECTION V

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: T

WHEREAS, by that certain instrument designated as Restriction executed by METROPOLITAN DEVELOPMENT CORPORATION on April 19, 1964, and recorded in the Office of the County Clerk of Fort Bend County, Texas, in Volume 564, Pages 391-402, Deed Records of Fort Bend County, Texas, that certain tract and parcel of land containing 41.86 acres therein described and known as QUAIL VALLEY EAST SUBDIVISION, SECTION II, (hereinafter called "Section II"), was encumbered and subject to those certain easements and restrictions described in said instrument, to which instrument reference is here made for more particular description and all other pertinent purposes;

WHEREAS, Paragraph 36 (annexation) of said Restrictions provided as follows, to-wit:

36. Additional residential property and common area may be annexed to the properties with the consent of two thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowners' consent. Annual Assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of the paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other; and

WHEREAS, METROPOLITAN DEVELOPMENT CORPORATION is the owner of certain property contiguous to certain Boundary Lines of Section IV of QUAIL VALLEY EAST SUBDIVISION, which has previously been annexed to Section II of QUAIL VALLEY EAST SUBDIVISION, which property contains 69.676 acres of land in the County of Fort Bend, State of Texas, which has heretofore been platted and subdivided into that certain subdivision known as QUAIL VALLEY EAST SUBDIVISION, SECTION V, according to the plat filed for record in the Office of the Clerk of Fort Bend County, Texas, in Volume 15, Page 3, of the Map Records thereof, does hereby annex those referenced restrictions, reservations, covenants, and easements to apply uniformly to the use, occupancy, and conveyance of all lots in said QUAIL VALLEY EAST SUBDIVISION, SECTION V, (described below) for the benefit of the present and future owners of said lots and the QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC.:

Section V, Totaling 297 Lots

<u>BLOCK</u>	<u>LOTS</u>
24	20-38
25	1-38
26	14-37
27	5-43
28	2-13
29	1-39
30	1-56
31	1-27
32	1-43

Minimum Square Footage Within Improvements

The Ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than the minimum square footages shown below:

FOR A ONE
STORY DWELLING

FOR A 1-1/2, 2
STORY DWELLING

1,200 Square Feet

720 Square Feet

WHEREAS, METROPOLITAN DEVELOPMENT CORPORATION is concerned with the health and welfare of the residents of the subdivision, and believes that the requirement of a trash compacting device would further the health and welfare of property owners of the subdivision; and

WHEREAS, since the hereinabove referenced restrictions were executed by METROPOLITAN DEVELOPMENT CORPORATION on April 19, 1972, and later recorded, the Houston Light & Power Company has contractually required the METROPOLITAN DEVELOPMENT CORPORATION to impose certain additional deed restrictions on all subsequent sections of QUAIL VALLEY EAST SUBDIVISION, pertaining to the usage of the underground utilities system installed by Houston Light and Power Company;

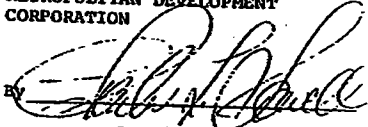
WHEREAS, detailed plans for the development of Section V have heretofore been submitted to and approved by the Federal Housing Administration and the Veteran's Administration as required by the foregoing Paragraph 36 of Restrictions, and METROPOLITAN DEVELOPMENT CORPORATION, as the owner of Section V, desires to annex Section V to Section II and to extend and include to Section V by such annexation all of the easements and Restrictions and all other applicable terms of Restrictions;

NOW, THEREFORE, METROPOLITAN DEVELOPMENT CORPORATION her
annexes Section V to Section II under and pursuant to the pro
visions of Paragraph 36 of the Restrictions, and declares tha
all of the property comprising Section V shall be held, sold
and conveyed subject to the easements and restrictions contain
in Restrictions, all of which are for the purpose of enhancin
and protecting the value, desirability and attractiveness of
real property covered thereby. The easements and restrictions
shall be binding upon all parties having or acquiring any rig
title or interest in Section V, or any part thereof, and shall
inure to the benefit of each owner thereof; and

FURTHER, METROPOLITAN DEVELOPMENT CORPORATION hereby im
poses as an additional restriction on the Section V property
the requirement that all dwelling units build therein be equip
with a trash compacting device and that such device be kept in
operating condition.

DATED on this the 16th day of ~~Septembe~~ A. D., 1974.


METROPOLITAN DEVELOPMENT
CORPORATION

BY 
President

ATTEST:

Secretary

QUAIL VALLEY EAST COMMUNITY
ASSOCIATION, INC.,

BY 
President

ATTEST:

Secretary

HAMPTON C. ROBINSON, JR., owner and holder of a lien against the above described property, said lien being evidenced by an instrument of record in Volume 203, Page 345 of the Deed of Trust Records of Fort Bend County, Texas, does hereby in all things subordinate to said subdivision, restrictions and dedication of said lien, and I hereby confirm that HAMPTON C. ROBINSON, JR., is the present owner of said lien and has not assigned the same or any part thereof.

Hampton C. Robinson, Jr.
HAMPTON C. ROBINSON, JR.,

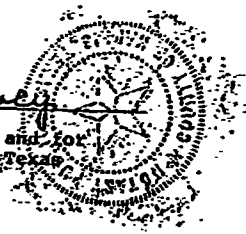
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES L. SOWELL, President of METROPOLITAN DEVELOPMENT 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 purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said Corporation.

GIVEN under my hand and seal of office on this the 18TH day of September, A. D., 1974.

Patricia Covey

Notary Public in and for
Harris County, Texas



THE STATE OF TEXAS §
COUNTY OF HARRIS §

BOOK NO. 628 PAGE 85

BEFORE ME, the undersigned authority, on this day personally appeared H. J. BUCKLEY, President of QUAIL VALLEY EAST COMMUNITY ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity there stated and as the act and deed of said Corporation.

GIVEN under my hand and seal of office on this the 18th day of September, A. D., 1974.

Patricia Coney
Notary Public in and for
Harris County, Texas