DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
THE ESTATES COMMUNITY ASSOCIATION

THIS DECLARATION, made as of the date hereinafter set forth by SIXTY-FIVE ASSOCIATES, a Texas General Partnership, hereinafter referred to as "DECLARANT":

W I T N E S S E T H:

THAT, WHEREAS, Declarant is the owner of the certain 45.22 acre tract of land out of the I. & G.N. RR Co. Survey No. 3, Abstract No. 264 and the I. & G. N. RR Co. Survey No. 4, Abstract No. 263, Fort Bend County, Texas, which has been heretofore platted and subdivided into that certain subdivision known and designated as Hunters Point Estates, according to the map or plat thereof recorded in Volume 32, Page 23 of the Map Records of Fort Bend County, Texas, and desires hereby to adopt and establish certain restrictive covenants applicable to the use and occupancy of all of the platted lots in such subdivision for the mutual benefit of all present and future owners of subdivision lots in Hunters Point Estates.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby adopt, establish, promulgate and declare that all platted lots in Hunters Point Estates, shall be owned, held, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which shall run with the land and shall inure to the benefit of and be binding upon all persons owning any interest in said land, and the Estates Community Association, Inc.:

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the Estates Community Association, Inc. its successors and assigns. The Association shall have power to collect and disburse the maintenance assessments provided for in Article III, Paragraph 1.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to

any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

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

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

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

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

ARTICLE II

USE RESTRICTIONS

1. Single Family Residential Construction: No platted Lot shall be used for any purpose or purposes except for residential purposes unless otherwise indicated on the recorded plat and no building shall be erected, placed, altered or permitted to remain on any Lot other than one detached single family residential dwelling, or one single family detached zero lot line residential dwelling, not to exceed three (3) stories in height and a private enclosed or partially enclosed garage for not less than one (1) nor more than three (3) automobiles and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structures 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 and Approval of Plans: No building, structure or other improvements of any kind or character shall be commenced, erected, placed or altered on any subdivision Lot until the construction plans and specifications thereof showing the nature, kind, shape, dimensions, materials and exterior color scheme of the proposed improvements and a plot plan showing the location of such improvements shall have been submitted to and approved in writing by the Architectural Control Committee, hereinafter designated, or its duly authorized representative; provided, however if said Committee, or its authorized representative shall fail to approve or disapprove any proposed plans, specifications and locations within thirty (30) days after the same shall have been submitted to them or him for approval, such plans, specifications and locations shall be deemed to have received the approval of the Committee, or its duly authorized representative; provided, however, failure to timely approve or disapprove such plans and specifications shall not be deemed to permit the erection, construction, placing or altering of any structure on any Lot in a manner prohibited under the terms of this Declaration. Approval of the plans and specifications and of the location plot plan shall be evidenced by written endorsements thereon and a duplicate copy thereof with such written endorsement thereon shall be furnished to the Lot Owner submitting the same.

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

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

The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for a description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to any approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority

thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration. The current address of the Architectural Control Committee is Post Office Box 35705, Houston, Texas 77235-5705.

The Architectural Control Committee herein created shall be initially composed of John R. Ramsey, Gerald W. Torgesen and Norman G. Harnage, the act of the majority of which shall be the act of the Committee. In the event of the death, disability, refusal to act or resignation of any of said members of the Committee, the Declarant shall appoint a Successor Committee Member by a recorded written instrument but, until such appointment is made, the remaining members shall be authorized to act. At such time as the Class B membership in the Estates Community Association ceases, as provided in Article IV, Paragraph 2 of this Declaration, the right and power to thereafter appoint Sucessor Committee Members to such Architectural Control Committee shall pass to and vest in such Association.

3. Minimum Square Footage Within Improvements: The living area on the ground floor of the main structure, exclusive of one-story open porches, servants' quarters and garages, shall not be less than twelve hundred (1200) square feet for one-story dwellings nor less than seven hundred (700) square feet for a dwelling of more than one story.

4. Location of the Improvements: As to each Lot in the subdivi ion the following building requirements shall apply:

A. No structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side lot line or a side street line than the building lines therefor shown on or required by the Subdivision plat; (ii) shall be attached or connected to any other building on another Lot; or (iii) shall be constructed or placed so as to cause water to fall, flow or drain onto any other Lot;

B. The restrictions in (A) above apply to all structures whether permanent or temporary (including without limitation, any fence or other screening) placed or built on any Lot, unless the Architectural Control Committee agrees otherwise in writing;

C. The main dwelling structure may be located at a side lot line of a lot on one side without requirement of a side building line set-back (commonly called "zero lot line") so long as the other side line of the lot shall have a side building line set-back of not less than ten feet (10') and there is a minimum distance of ten feet (10') between the main dwelling structure and the main dwelling structure on the adjoining lot.

D. All improvements in the Subdivision shall be constructed on a residential Lot so as to front

the street upon which such Lot faces. The Architectural Control Committee shall have the right and power to designate the direction in which the improvement on any corner residential Lot shall face. If two or more Lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Paragraph 5 below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted Lot.

5. Composite Building Sites:

A. None of said Lots shall be re-subdivided in any fashion except as hereinafter provided.

B. Only Declarant and his successors or assigns may re-subdivide the Lots. In the event Declarant resubdivides such re-subdivision may contain no more than 275 total lots.

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

D. No Lot shall be resubdivided into nor shall any dwelling be erected or placed on any Lot, or building site, having an area of less than 4800 square feet; provided, however, any whole Lot as shown on the recorded plat shall consititute a permissible Lot or building site.

6. Maintenance Easements: There is hereby established and dedicated for the use and benefit of adjacent Lot owners in Hunters Point Estates, a limited perpetual, reciprocal easement, six feet (6') in width, being three feet (3') on either side of the common boundary line of each Lot in said Hunters Point Estates, with another Lot in said Hunters Point Estates, save and except the area thereof occupied by a main building or dwelling as the same is hereafter initially constructed, such easements being for the limited purpose of ingress and egress for the replacement, repair and maintenance of a building or dwelling, fences, walls, structures and other appurtenances as hereafter constructed for an initial living unit. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining lot that he may disturb during such construction repair or maintenance. Additionally, this easement, when used must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the owner of the adjacent lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays. Each adjoining Lot Owner shall have the right to use that portion of said easement along a common side boundary line on the adjacent Lot up to a building, fence or wall of any Lot on which the main building is closer than three feet (3') to the common boundary line, for visual and esthetic use, including planting of grass and the placing of potted plants and the like, but expressly excluding the planting in the ground of shrubs, trees, and other landscape items and expressly excluding the

right to attach or fasten any object to the adjoining wall of any building. Such use shall expressly preclude the right to change the grade of said easement area or obstruct the same in any manner which would prevent proper drainage.

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

8. Prohibition of Offensive Activities: No activity, whether for profit or not, shall be carried on 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.

9. Temporary Buildings: No structure of a temporary character, mobile home, trailer, basement, tent, shed, shack, garage, barn or other temporary building of any nature shall be placed or constructed on any Lot for residential purposes. A temporary office or work shed may, following approval thereof by Declarant or its assigns, be maintained upon any Lot or Lots by any building contractor or sales agency in connection with the erecting and sale of dwellings in the Subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following notice from Declarant or its assigns. Outbuildings, including portable structures, used for accessory or storage purposes shall be limited to a maximum of eight feet (8') in height and one hundred and twenty (120) square feet of floor space, shall correspond to the style, color and architecture of the dwelling to which it is appurtenant and shall be subject to approval by the Architectural Control Committee.

10. Storage of Automobiles, Boats, Trailers and Other Vechicles: No boat trailers, motor homes, boats, travel trailers, truck trailers, inoperative automobiles, campers or vehicles of any kind are to be stored more than forty-eight (48) hours 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.

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

12. 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 (not to exceed a total of three (3) adult animals) may be kept provided that they are not kept, bred or maintained for commercial purposes.

13. Walls and Fences: No fence or wall shall be erected, places or altered on any Lot:

A. Nearer to any side street than the side lot line as shown on the Subdivision Plat;

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

The Architectural Control Committee may, at its discretion, permit a fence to be located nearer to the front lot line than the plane of the front exterior wall of the residential structure (but not in front of the building set-back line). All fencing for interior lots shall be of wood, ornamental metal, or a combination of wood and brick with decorative brick columns. Walls can be brick, stucco or native stone.

A uniform, decorative, perimeter, screening fence will be constructed around the entire perimeter length of Hunters Point Estates, adjacent to and along Lexington and Independence Boulevards, adjacent to the commercial reserve at Independence and Grand Park, adjacent to and along Grand Park, and along the western most Subdivision boundary. The perimeter fence is to be a permanent aesthetic amenity constructed so as to enhance and set off Hunters Point Estates from the surrounding commercial and residential properties.

This perimeter fence will be maintained, repaired, painted and otherwise taken care of by the Association as opposed to maintenance by the individual Lot Owners on whose property the fence is to be placed. Lot Owners may not damage, remove, tear down, or alter the perimeter fence without express written permission from the Architectural Control Committee; furthermore, any Lot Owner damaging or removing any portion of the fence must replace that portion in good order within fifteen (15) days of the original damage or removal.

The use of chain link fencing is prohibited, except for tennis courts and other special applications, and then only with written permission from the Architectural Control Committee. No fence will exceed seven (7') feet in height without written permission from the Architectural Control Committee.

14. Underground Electrical Service: An underground electric distribution system will be installed in that part of Hunters Point Estates designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Hunters Point Estates. The owner of each Lot in the Underground Residential Subidivision 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 on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachement 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 such electric company for the residence constructed on each Owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company will install the underground electric

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

The provisions of the two preceeding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Hunters Point Estates Subdivision as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

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

16. 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 not use any Lot for storage of materials and equipment except for normal residential requirements or those incident to construction of imptovements thereon as herein permitted; nor permit the accumulation of garbage, trash or rubbish of any kind thereon and

shall not burn anything(except by use of an incinerator and then only as prescribed and during such hours as permitted by law). In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns may without liability to the Owner or occupant in trespass or otherwise enter upon said Lot, 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, attractivce, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work immediately upon receipt of a statment thereof. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge provided for herein.

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

18. Location and Maximum Height of Antennae: Permitted antennae are those used for receiving normal television and/or citizen band signals with the following limitations:

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

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

C. Guy wires may be installed for purposes of securing anntennae; provided, however, that such wires must not encroach upon any easement or adjoining Lot(s), and must be located behind the rear wall of the main residential structure and screened from view by installation of approved fencing as described in Paragraph B13 of this Article.

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

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

20. Type of Construction, Materials and Landscape:

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

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

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

D. The roof of any building shall be constructed or covered with (1) wood shingles, or (2) asphalt or composition type shingles of 230# or heavier weight with a color that would be dark brown or approximate the color of weathered cedar shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee. upon written request.

E. Before the dwelling unit is completed the Lot Owner shall construct a sidewalk four (4) feet in width parallel to the street curb which shall extend from a projection of the Lot boundary line (s) into the street right-of-way and/or street curbs at corner Lots, including wheelchair ramps at all corners constructed in accordance with all Local, State, and Federal guidelines.

F. All roof stacks and flashings must be painted to match roof color.

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

H. All playground equipment must be placed at the rear of the property and must be placed behind a fence if the lot is fenced.

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

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(a) Annual assessments or charges; and,

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

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property 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.

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

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

3. Maximum Annual Assessments: The maintenance charge of Class B Lots shall be a minimum of fifty percent (50%) of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot beginning the first full month after the date the first house in the Subdivision is conveyed or on the date fixed by the Board of Directors to be the date of commencement, whichever occurs first. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B Lot to a Class A Lot by reason of the Owner's purchase of the residence thereon. For purposes of the maintenance assessment only, Class A Lots shall be defined as those Lots which have had the residence thereon purchased, and Class B Lots shall be all other Lots.

The maintenance charge of Class A Lots shall be a sum determined by the Estates Community Association not to exceed the maximum annual assessment, which shall be set at $144.00 for the initial assessment year. The initial charge shall accrue and become due and payable on each Lot on the day such Lot converts from a Class B Lot to a Class A Lot by reason of the Owner's purchase of the residence thereon. The determination of the amount of such initial charge, which shall be for the remainder of the year in which such class conversion of said Lot occurs, shall be made by the Estates Community Association on or as of, said accrual date and shall be immediately due and payable. The maintenance charge on each Class A Lot becomes due and payable in advance on the first day of January of each succeeding year, and shall be in an amount (not to exceed the maximum annual assessment) determined by the Estates Community Association during the thirty (30) day period next preceding the due date of said charge.

A. From and after January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

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

4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, 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.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty(30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitite a quorum. If the requ[illegible]ed quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

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

8. Effect of Nonpayment of Assessments and Recourse Available to 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 obligated 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, if any, or abandonment of his Lot.

9. Subordination of the Lien to Mortgages: The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

GENERAL PROVISIONS

1. Owners' Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, 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, if any;

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

C. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association or any portion of the common area in an, deed or instrument of conveyance which conveys such portion of the Common Area to the Association. In addition, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

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

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

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

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

B. December 31, 1985

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

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

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

5. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter may be amended or terminated by an instrument signed by not less than sixty percent (60%) of the Lot Owners. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

6. VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: Annexation of additional Properties, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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

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

9. Lienholder: Bank joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby

imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

10. Reserves: The Association shall maintain the Common Area, if any, in a neat and attractive condition at all times. In the event any or all of Restricted Reserves C, D, E, F, G, H, or I of Hunters Point Estates subdivision are conveyed to the Association, the Association shall maintain such reserves as landscape reserves and shall further maintain any decorative subdivison entrance or identification structures on such reserves, all in accordance with applicable Missouri City zoning and building regulations.

OFFICIAL RECORDS
V. 1156 P. 689

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 18th day of March, 1983.

Owner

SIXTY-FIVE ASSOCIATES
A Texas General Partnership

By: Norman G. Harnage
Norman G. Harnage
General Partner

LIENHOLDER

ATTEST:

REPUBLICBANK HOUSTON, N.A.

David A Collins

BY:
Jim M. Little
SENIOR Vice - President

LIENHOLDER

ATTEST:

LEXINGTON DEVELOPMENT COMPANY
a Texas limited Partnership

Cathy Lowry

BY:
C. Robert Woolsey
attorney-in-fact

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Norman G. Harnage, known to me to be the person whose name is subscribed to the foregoing instrument, as General Partner of Sixty-Five Associates, a Texas General Partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

GIVEN UNDER my hand and seal of office this the 15 day of March, 1983 A.D.

Cathy Lorenz
Notary Public in and for the State of Texas

My Commission Expires

KATHY LORENZ
Notary Public, State of Texas
My Commission Expires 12-14-86

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim M. Little, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of RepublicBank Houston, N.A., a National Banking Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 15 day of March, 1983 A.D.

Shirley J. Hale
Notary Public in and for the State of Texas

My Commission Expires 9/23/86.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Robert Woolsey, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and General Manager of Lexington Development Company, a Texas Limited Partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 18th day of March, 1983 A.D.

Cathy Lorenz

Notary Public in and for the State of Texas

My Commission Expires

CATHY LORENZ
Notary Public, State of Texas
My Commission Expires 12-14-86

FILED FOR RECORD
AT 12:45 P.M.
MAR 18 1983
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

MAR 21 1983

County Clerk, Fort Bend Co., Tex.