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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINES OF ATASCOCITA, SECTION FOUR (4)

THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration, made on the date hereinafter set forth by
R. & S. LAND COMPANY, a Texas Corporation, hereinafter referred to
as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known
as PINES OF ATASCOCITA, SECTION FOUR (4), a subdivision in Harris
County, Texas, and described as follows:

All the lots in PINES OF ATASCOCITA, SECTION FOUR (4), a
subdivision in Harris County, Texas, according to the Map or
Plat thereof, recorded under County Clerk's film code _____
377140 in the Map Records of Harris County.

WHEREAS, it is the desire of Declarant to place certain
restrictions, covenants, conditions, stipulations and reservations
upon and against the said subdivision in order to establish a
uniform plan for the development, improvement and sale of such
property, and to insure the preservation of such uniform plan for
the benefit of both the present and future owners of lots in the
said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and
imposes upon those above described lots in the said subdivision,

and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservation shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 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 and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and called the said subdivision, subject to the Reservations set forth herein and/or in the said subdivision Plats, and/or Replats, if any, and any additional properties made subject to the terms hereof pursuant to the provision set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any replat

thereof, and all plats or lots annexed pursuant to Section 9 of Article VI hereof.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 6. "Declarant" shall mean and refer to R. & S. LAND COMPANY, a Texas Corporation and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provision set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "Architectural Control Committee" shall mean and refer to PINES OF ATASCOCITA, SECTION FOUR (4), Architectural Control committee provided for in Article IV hereof, and any successor committees thereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Recorded subdivision maps of the Properties.

The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of

the Properties further establish certain restrictions applicable to the Properties including without limitations certain minimum setback lines, and all dedications, limitations, restrictions and reservations are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such replat must comply with all local, state, other applicable ordinances, statutes, regulations and requirements.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easements herein

referred to shall be liable for any damage done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 4. Reservation of Right to Contract and Power-of-Attorney. Declarant hereby reserves the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies, together with the right to obtain and retain all income, revenue and other things of value paid or to be paid by such cable television companies to Declarant pursuant to any such agreement(s) between Declarant and such cable television companies.

Declarant hereby makes, constitutes and appoints ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, its true and lawful attorney for it, and in its name, place and stead, to negotiate, contract and execute non-exclusive agreements

for cable television services with cable television providers for a price and under terms and conditions which, in the sole judgement of the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION to be in the best interest of the homeowners who now or in the future reside in the Subdivision; provided, however, any such non-exclusive agreement shall always provide that the cable television provider shall place all cable, equipment, lines or any other materials used by said provider in underground conduits.

Giving and granting unto said Attorney full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing special power as fully as Declarant might or could do, hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a platted Lot shall have an attached or detached garage for two or more cars. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any

commercial or manufacturing purposes. No building of any kind shall ever be moved onto or erected on any Lot within the Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control committee. A minimum of 51% of the first floor wall area to the top of the floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum square footage within improvements.

Those lots described above as shown on the plat of PINES OF ATASCOCITA, SECTION FOUR (4), or any replat thereof, are restricted to a dwelling with a minimum of one thousand three hundred fifty square feet (1,350 sq.ft.) of livable area, exclusive of open porches and garages.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots; and as may be required by law, wheelchair ramps shall be constructed from the sidewalks to the intersecting curbs of all corner lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks (and wheelchair ramps, if shown) and same shall be constructed and completed before the main residence is occupied.

Section 4. Location of the improvements upon the Lot. No structure 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 plats or replats unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of any house, building, or garage shall be located nearer than five (5) feet to an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. For the purpose of this section, 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 building on any lot to encroach upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property line rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of

not less than fifty-five (55) feet.

In the event an owner of more than one lot consolidates such lots (or portions thereof) into one composite building site, each composite building site so constituted shall be considered one lot for purposes of all restrictions, covenants and conditions imposed against the property, including, but not limited to membership in the Association and voting rights as set forth in Articles V and VI, respectively, with the exception that for purposes of the assessments the consolidated lots shall continue to be treated as they were originally configured prior to the lot consolidation, unless otherwise determined in writing by the Association in its sole discretion.

Section 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 may become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell newly constructed homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose; provided, however, that Declarant reserves unto itself, its

successors and assigns and Builders, the right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicles may be parked or stored on any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage or other enclosure approved by the Architectural Control Committee, except passenger automobiles, passenger vans, motorcycles, pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any lot, easement, right-of-way, or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. No vehicle permitted by the above restrictions shall be stored, parked, or kept on any driveway or in the street adjacent

to any Lot, unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day not to exceed sixty (60) hours in a seventy-two (72) hour period; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage permitted on any Lot covered hereby. No motorized or non-motorized vehicle shall be parked on any area on any Lot covered hereby at any time (temporary or otherwise), except on the driveway on the lot in conformance with this section. Only normal maintenance shall be permitted to be performed in the driveway of any Lot. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment in any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any structure or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Board of Trustees of the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or

houses in the immediate vicinity.

Section 9. Mineral operation. 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.

Section 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. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any lot without the express prior approval in writing of

the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. 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 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, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 14. Residence/Structure Exterior Maintenance. Each Owner shall maintain the exterior of every residence and other structures located on their Lot in a neat and attractive manner and shall not permit the paint, roof, garage, garage door, rain gutters, downspout, exterior walls, windows, doors, walks, driveways, parking areas and other portions of the residence and Lot to deteriorate in an unattractive manner. Each Owner shall be solely responsible for the maintenance of the exterior of the residence and other structures located on their Lot. No change of

paint color, brick or roof color will be permitted without the prior written approval of the Architectural Control Committee.

Section 15. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a standard "For Sale" or "For Rent(Lease)" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in the Subdivision. Declarant, its assigns, or the Architectural Control Committee will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal.

Section 16. Antenna. No radio or television aerial wires, radio or television antenna, shall be maintained on any portion of any Lot. Satellite dishes of any kind shall be considered structures, and no satellite dish which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view as approved by the Architectural Control Committee. Any screened enclosure must have prior approval from the Architectural Control Committee.

Section 17. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public

utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

Section 18. Maintenance of subdivision perimeter fence.

The Owners of the following Lots, to-wit:

<u>BLOCK</u>	<u>LOTS</u>
1	1-11, inclusive;
3	18-31, inclusive;
4	1-18, inclusive; and
5	1-11, inclusive,

shall maintain in good repair all fences on the perimeter of the Subdivision which have been erected by Declarant or otherwise, and Owner shall promptly repair or replace the same in the event of partial or total destruction, and based upon the same architecture, style and construction materials as when the fence was erected by Declarant.

Section 19. Rights of Association in event of violation.

In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner of the Lot in this Article III and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior or the residence, the fence and any other improvement

located thereon, to the condition required by any covenant, condition or restriction imposed upon the Owner of the Lot in this Article III. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt, and further, to pay interest thereon at the highest rate allowed by law if such statement is not paid in full within thirty (30) days, until paid in full. The cost of such work, plus interest thereon shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (as defined below), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to compliance with the applicable official regulations and policies, if any, of the Association (including, but not limited to regulations and policies on fence construction and color scheme for dwellings and other structures), as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. Landscaping shall mean living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, i.e., bark mulch, etc.; however, trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers, and bricks which are same color as the bricks on the dwelling and without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet. Nothing herein shall be construed as requiring Architectural Control Committee approval for the interior

of any building, structure or improvement. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. Subject to this instrument and the official regulations and policies, if any, of the Association regarding construction on any lot, the Architectural Control Committee shall have full and complete authority to approve any construction on any Lot, and its judgment shall be final and conclusive. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. In the event of changes or amendments to the official regulations and policies, if any, of the Association regarding construction on any lot, the same shall not apply to any construction that is in progress.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of James V. Morell, Andy Armstrong and Dennis J. Albright, who by majority vote may designate a representative to act for them. Declarant hereby

retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to the Association at any time, but not later than when one hundred percent (100%) of all lots and all subsequent sections of the Subdivision, are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The address of the committee is 15555 Kuykendahl, Suite 220, Houston, Texas 77090.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards that are not in conflict with the provisions of this instrument and the official regulations and policies, if any, of the Association regarding construction on any lot; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall

not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall cease and terminate; provided, that any time after January 1, 2003, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-third (2/3) vote of the members present and voting, the Board of Trustees of the Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Trustees of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and 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 has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2. above). 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 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 terms of the Architectural Control Committee shall have expired and the Board of Trustees 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 in 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 Trustees of

the Association.

508-70-2800

ARTICLE V

ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

Section 1. Membership and voting rights. Every owner of a lot subject to a maintenance charge assessment by the Association 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 foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners as defined in Section 1. of Article V, with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to one (1) vote for each Lot owned. The Class B membership shall cease and be

converted to Class A membership on the happenings 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; or
- (b) on January 1, 2006.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall best in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Section 6. Maintenance of Common Areas, etc. The Association

shall at its expense maintain, repair and restore the Common Area, and all areas included in and immediately adjoining all entries and exits from the Subdivision, provided such entries and exits shall be owned by the Association or subject to an easement to the Association for landscaping.

Section 7. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Association Common Areas, 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 designated recreational facility situated upon the Association Common Area, if any. Failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.
- (b) The right of the Association to suspend the voting rights and right to use the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rates and regulations for the use of the common areas including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Association's 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, if any, to the Association. 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.

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

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Each Lot in the Properties is hereby subjected to an annual maintenance charge, and 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; (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the Lot 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 successor in title unless expressly assumed by them.

Section 2. 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 common areas, if any. The responsibilities of the Homeowner's Association shall include, by way of example but without limitation, at its sole discretion, and any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the Subdivision neat and in good order, or which is considered of

general benefit to the owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments attributable to their Lots, except if there are no improvements thereto, then the applicable percentage shall be fifty percent (50%);
- (b) The Declarant, its successors or assigns, as defined herein, shall pay twenty percent (20%) of annual and special assessments attributable to their Lots; and
- (c) Builders (meaning any person or entity who is in the business of constructing single family dwellings and who acquires one or more Lots from the Declarant for the purpose and with the intention of constructing thereof a single family dwelling) shall pay fifty percent (50%) of annual and special assessments attributable to their Lots.

The annual maintenance charge for a Lot shall commence to accrue ninety (90) days after the date these Covenants, Conditions and Restrictions are recorded; and shall continue to accrue annually. The maintenance charge for the year of commencement

shall be prorated from the commencement date until the last day of the year of commencement, and said portion shall be due and payable on January 1 of the succeeding year. After the year of such recording, the maintenance charge will be collected annually in the amount of the annual assessment, payable on January 1 of the same year as the annual assessment. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Trustees of the Association as the needs of the Subdivision may, in the judgment of the Board of Trustees of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$300.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. 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 \$300.00 per Lot, per month. 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 10% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting, in person or by proxy, at a meeting duly called for this purpose. The Board of Trustees may fix the annual

assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Trustees.

Section 5. Special Assessments. 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 Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Class B members shall not vote on special assessments.

Section 6. Effect of nonpayment of assessments. Any assessment not paid within thirty (30) days after the date shall bear interest from the date at the highest rate allowed by law. 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 herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the lien to mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot to secure the payment of monies advanced on account the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the

Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment 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 VII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to

prevent him or them from doing so or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or Lot Owner in compelling compliance with these Restrictions. Failure 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.

Section 2. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Owners. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record an Annexation Agreement and Declaration of Covenants and Restrictions upon the satisfaction of the following conditions. Any additions authorized under this and the succeeding subsections, shall be made by filing of record a Declaration of Covenants and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per Lot basis, substantially equivalent to

the maintenance charge and assessment imposed by this Declaration, and may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

(b) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

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

Section 5. Lienholder and Association approval. BANKTEXAS, N.A., with its business domicile located in Houston, Harris County, Texas, as Lienholder of the above described property joins in the execution hereof to evidence its consent hereto, and hereby subordinates its liens to the reservations, easements, covenants, restrictions, charges and conditions hereof. The Association joins in the execution hereof to evidence its consent, acceptance and agreement therewith. Further, Declarant and the Association shall execute any other documents required to give full effect to this instrument and to the annexation of the Subdivision into the Association.

EXECUTED this 8th day of May, A.D., 199 .

DECLARANT:

R. & S. LAND COMPANY

BY James V. Morell
Name: JAMES V. MORELL
Title: VICE PRESIDENT

LIENHOLDER:

BANKTEXAS N.A.

BY Robert Weakley 308
Name: Robert Weakley
Title: Vice President

ASSOCIATION:

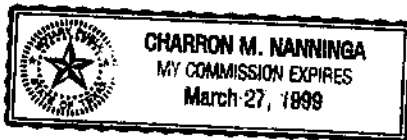
ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION

BY Joseph F. Butterworth, Jr.
Name: JOSEPH F. BUTTERWORTH, JR.
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on May 28, 1996, by James V. Morell, Vice President of R. & S. LAND COMPANY, a Texas corporation, on behalf of said corporation.

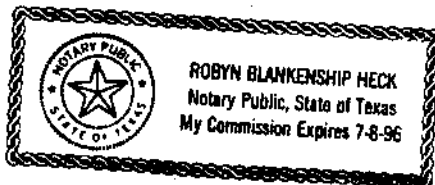


Charron M. Nanninga
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on June 6, 1996, by Robert Weakley, V.P. of BANKTEXAS, N.A., a national banking corporation, on behalf of said corporation.



Robyn Blankenship Heck
NOTARY PUBLIC, STATE OF TEXAS

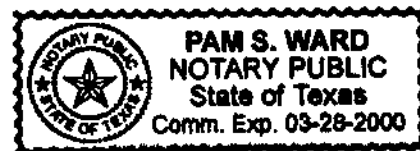
STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on MAY 8, 1996, by JOSEPH E. BUTTERWORTH, JR., PRESIDENT of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

Pam S. Ward
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF
DENNIS J. ALBRIGHT
11811 East Freeway, Suite 195
Houston, Texas 77029



AFTER RECORDING RETURN TO:
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