

**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**VICTORIA LAKES SUBDIVISION, SECTION 1**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "DECLARATION") is made on the date hereinafter set forth by HARVEST LAKES LTD., a Texas limited partnership as its interests appear, (hereinafter referred to as "Declarant," whether one or more).

W I T N E S S E T H :

WHEREAS, Declarant is the owner and developer of that certain real property known as Blocks One (1) and Two (2) and Restricted Reserves of the Plat of Victoria Lakes Subdivision; and

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such Subdivision, provide for a uniform plan to develop the Subdivision, and provide for the maintenance of same, including the Common Areas and Waterway located therein as hereafter defined; and for such purposes, to subject the Subdivision, including Lots therein, to the covenants, conditions and restrictions set forth below, hereafter called the "Declaration", for the benefit, use and convenience of each and every Owner of property within the Subdivision;

NOW, THEREFORE, Declarant hereby declares that the above-described properties shall be developed, held, transferred, improved, sold, conveyed and occupied subject to the easements, conditions, restrictions, and covenants hereinafter set forth; shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I.  
**DEFINITIONS**

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

**SECTION 1. "ARCHITECTURAL CONTROL COMMITTEE"** shall mean the committee enforcing and maintaining the Architectural Control Standards, as hereafter described, in the Subdivision, hereinafter referred to as the "ACC" or the "Committee".

**SECTION 2. "ASSOCIATION"** shall refer to the nonprofit corporation established or to be established by Declarant or its agents and tentatively to be called the Victoria Lakes Homeowners Association, its successors and assigns.

**SECTION 3. "BOARD OF DIRECTORS" or "BOARD"** shall be the elected body of the Association having its normal meaning under Texas corporate law.

**SECTION 4. "BUILDER"** shall refer to any person or entity undertaking construction on any Lot within the Subdivision.

**SECTION 5. "COMMON AREAS"** shall refer to any area designated on the final plat as Common Area, and any Restricted Reserves which are owned by or leased to the Association and/or Declarant.

**SECTION 6. "COMMON EXPENSES"** shall mean and include the actual and estimated expenses of operating the Association, including any Reserve and/or Waterway, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws of the Association, and the Articles of Incorporation of the Association.

**SECTION 7. "CORNER LOT"** shall refer to a Lot which abuts on more than one street.

**SECTION 8. "DECLARANT"** shall refer to VICTORIA LAKES LTD., a Texas limited partnership, its successors and assigns, but shall not be construed to mean any subsequent Owner of any Lot in the Subdivision.

**SECTION 9. "DESIGN PLAN"** shall refer to the construction plans submitted to the ACC for approval.

**SECTION 10. "EASEMENT"** shall mean a right granted for the purpose of limited public or semi-public use across, over or under private land.

**SECTION 11. "FENCE"** shall be defined as a structure built for the purpose of separating or enclosing Lots or parcels of land. A "fence" connotes a structure which may serve as a visual screen or as a barrier.

**SECTION 12. "HEDGEROW"** shall be defined as an unbroken row of shrubs or trees which are planted and maintained to serve a function similar to that of a Fence or wall.

**SECTION 13. "IMPROVEMENTS"** shall mean all structures or other improvements to any portion of the Properties of any kind whatsoever, whether above or below grade, including, but not limited to: structures, buildings, Fences, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, and earth movement, and any exterior additions, changes or alterations thereto.

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SECTION 14. "LOT" shall refer to all of the Lots as shown on the recorded Plat of Blocks One (1) and Two (2) of the Subdivision, excluding Restricted Reserves, Common Areas, and the Waterway.

SECTION 15. "MEMBER" shall refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration and to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or hold ownership of mere easement rights or subsurface rights. Membership shall be appurtenant to and may not be separated from surface ownership of any Lot which is subject to an assessment by the Association.

SECTION 16. "OCCUPANT" shall mean any person legally entitled to occupancy and use of all or a portion of the Properties.

SECTION 17. "OWNER" shall refer to the Owner, whether one or more persons or entities, of the fee title to any Lot, but shall not refer to anyone holding a mere lien, easement, mineral interest or royalty interest burdening the title thereto.

SECTION 18. "PROPERTY OR PROPERTIES" shall mean any land or water area within the recorded final Plat of the Subdivision.

SECTION 19. "RESTRICTED RESERVE" or "RESERVE" shall mean that area designated on the recorded Plat as Restricted Reserves or similar designation whose use is limited by the terms of this Declaration, and referred to herein as "Reserve" or "Restricted Reserve".

SECTION 20. "RESIDENCE" shall be defined as a detached dwelling for occupation by a single family, as well as by any servant(s) whom the family may retain.

SECTION 21. "SCREEN" shall mean any approved shrub, Hedgerow, Fence or other device or improvement which blocks an area from view from another area.

SECTION 22. "STREET" shall refer to any street, drive, road, alley, lane or avenue located in the Subdivision as shown on the Plat of the Subdivision.

SECTION 23. "SUBDIVISION" shall refer to all of the Lots Waterway, and Reserves, of the Plat of Blocks One (1) and Two (2) of the Subdivision, and the Common Areas, together with such other lands as may be added or annexed thereto.

SECTION 24. "SUBDIVISION PLAT" shall refer to the final Plat or map of the Subdivision, including Restricted Reserves, Waterways and/or Common Areas prepared and filed by or for Declarant, in the map or plat records of Fort Bend and/or Waller Counties, State of Texas, and known as the Victoria Lakes Subdivision.



SECTION 25. "WATERFRONT LOT" shall refer to any Lot which abuts, adjoins, or is adjacent to any portion of Waterway.

SECTION 26. "WATERFRONT OR BACK PROPERTY LINE" shall mean the line as recorded on the final plat of the Subdivision nearest to the Waterway or back property line.

SECTION 27. "WATERWAY" shall mean any water area which is included in or within the Subdivision, and expressly includes that lake or detention pond commonly known as "Victoria Lakes."

ARTICLE II.  
ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an ACC which shall be initially composed of three (3) members, and whose initial members shall be: H. Spencer Stone, Robert B. Brunson, and Thomas Juarez, who shall serve: (i) until their resignation or removal from office in accordance with the terms hereof; or (ii) until 90 percent of all Lots within the Subdivision have been completed with a single-family residential dwelling erected in accordance with the terms hereof and sold to an Owner other than the Declarant or a Builder, whichever is first to occur. The members shall have the responsibility and all necessary power and authority to approve and disapprove, in their sole discretion, the external design, size, quality and type of building material, location on the building site and finish grade elevation of any structure to be erected in the Subdivision. The decision of the ACC shall be binding, provided that any Owner aggrieved by a decision of the ACC may appeal the same to the Board within thirty (30) days of the receipt of such decision. The decision of the full Board shall be final and absolute; pending a decision of the full Board the decision of the ACC shall control. The ACC is vested with the authority and responsibility to maintain architectural harmony within the Subdivision, to maintain suitable standards of construction consistent with the Declarant's intent to create an exclusive residential subdivision and to insure construction is completed in accordance with the Declaration.

As long as there are one or more Class B Members, no member of the ACC may be removed, except with the consent of the Declarant. Upon removal, resignation or death of any ACC member, the Declarant shall, within ninety (90) days after such removal, resignation or death, designate a person to fill the vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the ACC, whether one or more, shall have full authority to act and perform all the duties of the ACC.

No ACC member, past or present, shall be entitled to compensation for services performed, but shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of his or her duties. The ACC may employ, as it sees fit, one or more architects, engineers, attorneys, accountants, designers, managers, secretaries or such other persons reasonably necessary to assist the ACC in carrying out its duties. Notwithstanding the

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foregoing, in the event of actual or threatened litigation, administrative hearings, or other advisory proceedings, the ACC members shall be entitled to reasonable compensation for their time expended, and to be reimbursed or have paid directly their reasonable and necessary attorneys' fees and other related expenses. All of the foregoing costs and expenses, upon approval thereof by the Board, shall be an expense of, and paid by, the Association.

The Association shall and hereby expressly agrees to protect, indemnify, and save harmless the ACC and Declarant, jointly and severally, from any and all liabilities, costs, and losses, together with reasonable and necessary expenses incurred by the ACC in matters related to the exercise of its functions hereunder and in the exercise of the broad discretionary powers vested in the ACC, save and except only for acts of willful fraud or gross negligence.

**SECTION 2. POWERS OF THE ACC.** Absolutely no building or other Improvements shall be constructed in the Subdivision, and no exterior alteration of any building or Improvement to any Lot shall be made until the site plan, the schematic plan for landscaping and lighting, and final working plans and specifications have been submitted to and approved in writing by the ACC. The various aforementioned plans and specifications shall be considered disapproved by the ACC if it fails to expressly approve the same (or subsequent amendments thereto) within thirty (30) days from the date of submission and actual delivery thereof to the ACC (the "Submission Date").

The ACC shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of Fences, Screens, or walls, the orientation of Improvements on adjacent property, and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The ACC shall have full power and authority to reject any plans and specifications that do not comply with this Declaration or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The ACC may issue guidelines to this Declaration to further guide the intent of the Deed Restrictions. Such guidelines shall be referred to as the "Architectural Control Standards". The ACC shall have the right, exercisable at its discretion, to grant or deny variance to the architectural restrictions in specific instances where the ACC in good faith deems that such variance may or may not adversely affect the architectural and environmental integrity of the Subdivision, without liability on the part of the Committee in the exercise of its discretion.

Any action taken by the Committee shall require a majority vote of the members of the Committee then sitting.

**SECTION 3. DESIGN APPROVAL.** The design for each Improvement to be erected in the Subdivision shall be submitted to the ACC as follows:

A. First, a preliminary architectural design (the "schematic design" or "drawing") shall be submitted. This submission shall reflect, on a preliminary basis, the site plan, roof plan, floor plan, together with all elevations, and shall be drawn (freehand or otherwise) to a generally

accepted architectural scale. Permitted, but not required, at this submission are exterior color and building material selections. The action of the ACC at this stage of submission shall be deemed advisory only and its approval or disapproval of, or comment upon the schematic design, color or material selection does not constitute, nor shall it be considered as, automatic approval of the final design, color, material or any other item requiring final approval.

B. Second, the final submission for review by the ACC must include one (1) set of construction documents which will include, but not be limited to, the following:

1. Complete detailed sets of plans which shall include, but not be limited to, (i) a site plan reflecting the location and dimensions or boundaries of all Easements, lot lines, setback lines, foundations (with elevation thereof), walks, drives, Fences, and any other Improvements to be located thereon; (ii) foundation plan; (iii) floor plan; (iv) exterior elevations; (v) framing sections; and (vi) material selection and specifications. In addition, the documents should include a landscape plan, exterior elevation of all sanitary and storm sewer connections and all other utility connections and materials to be used;
2. The ACC reserves the right to inspect exterior building materials, including brick, wood, or other siding and roof material, and paint color charts; and
3. Such other items as the ACC may reasonably require to assist in its review.

Construction documents and appropriate material specifications and samples shall be submitted to the business offices of the Association, Attention: ACC.

The ACC will make its final decision based upon the final submission documents and materials. The ACC requires up to thirty (30) days after final submission for the review of plans and specifications. Owner must wait for a period not to exceed thirty (30) days for the ACC to disapprove or approve any changes. Any deviation from approved construction documents (without written approval of such deviations) constitutes a violation of the Deed Restrictions and is not permitted.

### ARTICLE III. HOMEOWNERS' ASSOCIATION

SECTION 1. ORGANIZATION. Declarant has or will cause the Association to be incorporated as a non-profit corporation under the laws of the State of Texas.

SECTION 2. OFFICERS AND BOARD OF DIRECTORS. The Association shall act through its duly elected officers and the Board of Directors whose duties and terms of office shall be set forth in the Articles of Incorporation and By-Laws of the Association.

**SECTION 3. ASSOCIATION ARTICLES OF INCORPORATION AND BY-LAWS.**

Every reasonable effort shall be made to construe the Articles of Incorporation, the By-Laws and this Declaration, as from time to time amended, supplemented and restated, consistently. However, if any irreconcilable conflict shall arise among the documents, to the extent permitted by law, the provisions of this Declaration shall control.

**SECTION 4. MEMBERSHIP.**

Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to any subsequent Owner of the Lot. Provided however, that it shall be the duty of every Owner of a Lot to keep the Association informed of the name and street address of each party qualifying as an Owner and any change thereto and as may be specified in its Bylaws.

**SECTION 5. COMMITTEES.**

The Association shall have the authority to establish, at any time and on such terms as the Board in its discretion may adopt, such committees as the Board may desire to carry out the purposes of this Declaration. Without in any way limiting the generality of the foregoing, the Board is expressly authorized and empowered to establish one or more committees which may have up to the same right, power and authority of the Association as permitted by the Articles of Incorporation and By Laws of the Association.

**SECTION 6. VOTING AND MEMBERSHIP LIMITATIONS.**

No Member shall be entitled to vote at any meeting of the Association unless such Member's assessments and other charges, if any, are paid current and otherwise is deemed to be a "Member in good standing". There shall be two classes of membership: Class "A": comprised of Owners who shall have one (1) vote for each Lot owned, and Class "B": for Declarant who shall have ten (10) votes for each Lot owned or controlled. Lots owned by a Builder shall be deemed to be "controlled" by Declarant for all purposes of voting and only Declarant may vote such.

For purposes of this Declaration, a "Member in good standing" shall include a Member who has, not less than seven days prior to the date established by the Association for the casting of votes, fully paid all sums due by it to the Association.

**SECTION 7. TITLE TO COMMON AREAS, WATERWAYS, AND/OR RESERVES.**

The Declarant may retain title to the Common Areas, Waterways and/or Restricted Reserves in the Subdivision until such time as such improvements have been completed and until such time as, in the sole judgment of Declarant, the Association is able to operate and maintain the same. Until title to such Common Areas, Waterways, and/or Reserves has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such areas granted to the Association in this Declaration.

**SECTION 8. RESTRICTED RESERVES.**

The Declarant, may retain ownership of Restricted Reserves, as recorded on the recorded Plat of the Subdivision. These Restricted Reserves may be leased, sold or deeded to the Association, or any other buyer or retained by Declarant, for such use or purpose as is permitted in this Declaration.

ARTICLE IV.  
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision, hereby gives, grants, and conveys, and each Owner of any Lot by acceptance of a Deed therefor, whether or not expressed in the Deed or other evidence of the conveyance, and however acquired by a subsequent Owner, shall be deemed to give, grant, and convey and agrees to pay the Association the following:

- (a) Annual assessments; and
- (b) Special assessments as hereinafter limited.

Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon, costs of collection thereof, and reasonable attorneys' fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment, together with such interest at the highest maximum rate permitted by law, costs, and reasonable attorneys' fees for collection thereof shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment fell due. Each assessment shall be a charge on the Lot and a continuing lien upon the Lot against which each such assessment is made, and shall not be affected by any change in ownership thereof.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the Occupants of the Subdivision, their families, and guests, and any other purposes authorized or permitted by the Articles of the Association or this Declaration. Without in any way limiting the generality of the foregoing, assessments may be used for payment of: costs and expenses of the Association and/or the ACC; contract security; taxes and insurance premiums on property of the Association; for repairs, maintenance, lighting, maintenance of Waterways and all Common Areas and Reserves; paths, parks, parkways and esplanades in the Subdivision; collecting and disposing of garbage, rubbish and materials of a similar nature; payment of legal fees; police or security service; fogging and furnishing other general insecticide services; providing for the planting, mowing, and upkeep of trees, grass and shrubbery on esplanades; easement maintenance; acquiring and maintaining any amenities, including recreational facilities, that are or will be operated for the benefit of the Owners and Occupants, their families, and guests; and for the establishment of a maintenance reserve. Subject to the provisions of Sections 3 & 4 of this Article IV, the judgment of the Board in establishing annual assessments and special assessments and with respect to the accumulation and expenditure of said funds, shall be final and conclusive unless said judgment is exercised in bad faith.

SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant or a Builder, the annual assessment shall be Five Hundred Fifty Dollars and

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No/100 (\$550.00) per Lot. Annual assessments for the year in which a Lot is sold by the Declarant to an Owner, as well as the annual assessment due for the next succeeding calendar year of annual assessment, shall be due and payable in advance upon the sale of such Lot. Notwithstanding the foregoing, no annual or special maintenance fee assessment shall be due or payable on account of any Lot or Lots Owned by Declarant; this exemption applies only to the year, or partial year, of sale from the Declarant to the Builder or contractor. Bona fide Builders or contractors who purchase a Lot from Declarant shall be required to pay an assessment equivalent to Fifty Per Cent (50%) of the then prevailing assessment and/or special assessment otherwise due from an Owner. All annual assessments shall be payable in advance on January 1 of each year. From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner (other than a Builder or bona fide contractor), the maximum assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by 1.5% of the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by ten percent (10%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year end Consumer Price Index for All-Urban Consumers, published by the U.S. Department of Labor (or generally accepted replacement should such index no longer be published).

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than a Builder or bona fide contractor), the maximum annual assessment may be increased above the rates specified in this Section 3, by a majority vote of the Members entitled to vote in person or by proxy, and who are present and voting at a meeting of the Association duly called for this purpose. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property for Fort Bend and Waller Counties, Texas. Assessments for any year in which a Lot is sold by Declarant shall be prorated to the date of closing and shall be due from Builder or contractor from that date forward; assessments for any year in which a Lot is sold by a Builder or contractor shall be prorated to date of closing and assessments shall be due from the Owner thereof from that date forward.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Common Areas or Reserves, including the necessary fixtures and personal property related thereto, repair, upkeep, or maintenance of the Waterway (including compliance with the laws, rules, ordinances, regulations, or edicts of any governmental authority exercising jurisdiction of such), or for any other purpose consistent with the provisions of this Article IV, provided that any such special assessment shall have the approval of two-thirds (2/3) of all Members in the Association, who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent or delivered to all Members not less than ten (10) nor more than fifty (50) days in advance of the meeting, setting forth the purpose of such meeting; provided however a special assessment shall be imposed and levied by the Board for

purposes of assuring compliance with the laws, rules, ordinances, regulations, or edicts of any governmental authority, if ample and sufficient funds are not otherwise available to affect such compliance.

**SECTION 5. RATES OF ASSESSMENT.** Both annual and special assessments on all Lots shall be fixed at uniform rates (i.e., the same rate for each class of Lot), provided, however, that such assessments shall not commence with regard to any Lot until such Lot is conveyed to an Owner or Builder other than the Declarant, notwithstanding any provision contained in this Declaration to the contrary.

**SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Any assessments (annual or special) which are not paid when due shall be delinquent and bear interest at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of fifteen percent (15%) per annum from thirty (30) days after the due date until fully paid. If any assessment is not paid within thirty (30) days after the due date, the Association may: (i) pay the same and sue Owner for such amount, and/or (ii) foreclose the Vendor's Lien herein retained against such Lot. Interest, costs of court, and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action may be added to the amount of such assessment or charge. Each such Owner, by his or her acceptance of a Deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by any methods available for the enforcement of such liens at law and in equity, including, without limitation, foreclosure by non-judicial action as provided for in Section 51.002 of the Real Property Code of the State of Texas (or any successor provision thereto), and such Owner expressly grants to the Association, the power of sale and judicial foreclosure in connection with the Vendor's Lien. No Owner may waive or otherwise escape said Vendor's Lien and liability for the assessments provided for herein by non-use of the Common Areas, Waterway, or Reserves, or abandonment, or divestiture of ownership of a Lot for any annual or special assessment which became due and payable during the time when such Owner owned the Lot.

**SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien or the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment or lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise), or any proceeding in lieu thereof, shall extinguish the lien or such assessments as to payments which became 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 any lien resulting therefrom, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

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**SECTION 8. EXEMPT PROPERTY.** All properties (i) owned or controlled by the Declarant, (ii) dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and/or (iii) all Waterways, Common Areas and Reserves shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which has been sold to an Owner and is used as a residence shall be exempt from said assessments and charges and the Vendor's Lien herein securing payment thereof.

**ARTICLE V.**  
**PROPERTY RIGHTS IN THE COMMON AREAS**

**SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT.** Every Member shall have a right and easement of enjoyment in and to the Waterway, Common Areas, and any publicly dedicated Reserves, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Declarant or Association to borrow money and to mortgage the Common Areas and Reserves from time to time and upon such terms and conditions as recommended by its Board, upon approval by a majority of the votes cast by all Members at a meeting of Members called for that purpose;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, Waterway, and Reserves against foreclosure of any mortgage or security interest;
- (c) The right of the Association to suspend the rights of any Member to use the Common Areas for any period during which any assessment or other amount owed by such Member to the Association remains delinquent;
- (d) The right of the Association to establish reasonable rules and regulations governing the Members' use of the Waterway and Common Areas; and
- (e) Upon approval by two-thirds (2/3) of the votes cast by all Members, the Association shall have the right to transfer, assign, or convey all or any part of the Waterway and/or Common Areas to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3) of all Members at a meeting called for that purpose; provided, however, this provision shall not be construed to limit the right of the Declarant or the Association to grant or dedicate public or private utility easements in portions of the Common Areas and/or Waterway or transfer title to any storm sewer line, sanitary facility or other equipment situated on any part of the Common Areas and/or Waterway owned by the Association, to any public or political authority or agency, or to any utility

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company rendering or to render service to the Subdivision or any part thereof.

SECTION 2. USE OF RESTRICTED RESERVE(S) AND WATERWAY. The Restricted Reserves within the Subdivision, if any, shall not be used by any person for any purpose, except each Owner who is a member in good standing of the Association. No boating, swimming, skiing, wading, or other similar use of such Restrict Reserve(s) and/or Waterway shall be permitted. Use of the Waterway shall be subject to such rules and regulations as may be promulgated by the Board of Directors of the Association from time to time; the Waterway may be used for fishing.

SECTION 3. PARKING. No parking of vehicles is allowed in the Restricted Reserve, Waterway areas, or any Common Areas for a period in excess of 24 hours. Vehicles parked in violation of this section may be towed; in which event towing will be at the owner's sole expense and there shall be no liability to the Association whatsoever therefore.

SECTION 4. DELEGATION OF USE. Subject to all the terms, conditions, and covenants of this Declaration, each Member shall have the right to enjoy the Common Areas and Waterway, including the members of his/her residence, family, or tenants. Visitors shall be accompanied by a Member or Occupant while using the Common Areas.

SECTION 5. INDEMNIFICATION. Each user of Common Areas, including the Restricted Reserves, and Waterway, regardless of whether or not the use thereof by such person is permitted, agrees to indemnify and hold Declarants, the Association, the ACC, the Board of Directors of the Association, and all other persons acting by, through, or under them, including but not limited to the Officers and committees of the Association, as well as all other Owners, harmless and free from any and all losses, costs, damages, claims, actions, causes of action, or liabilities whatsoever arising from such use, including but not limited to such use by an Owner, members of the Owner's family, guests, and invitees of such Owner, or the non-use, abuse or neglect of property, as well as damage to property or persons resulting therefrom. There are no lifeguards or other persons safeguarding property or persons using any of the Common Areas, Waterway, or Reserves, and it is the responsibility of each user of same to provide for their own safety and security as well as that of their families, guests, and/or invitees.

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#### ARTICLE VI. USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to one (1) residential dwelling for single family residential use only, hereinafter referred to as "Residential Use". No business, professional, commercial or manufacturing use, nor any other use except said Residential Use, shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use may be subordinate or incident to use of the premises for Residential Use. No structure other than one single family residence and its outbuilding shall be constructed, placed on or permitted to remain on any Lot in the Subdivision. As used herein, the

term "Residential Use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments or apartment houses, or multiple occupancy structures for rental purposes. Further, each Owner shall maintain at all times Owner's Lot, together with all Improvements thereon, in a state of good order and repair so as to comport with the general plan and esthetics of the Subdivision.

**SECTION 2. ANIMALS AND LIVESTOCK.** No animals, livestock, or poultry of any kind including, but not limited to, sheep, horses, cattle, swine, poultry, or non-domestic animals (as determined to be such in the sole discretion of the ACC) shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats or other household pets may be kept on a Lot (which shall include in the aggregate not more than two (2) such adult animals), provided that they are not kept, bred or maintained for any business purposes and do not otherwise cause a nuisance. Household pets shall be subject to the rules and regulations adopted by the Association through its Board of Directors which may by declaration impose stricter standards than those contained in this Section 2 of Article VI.

**SECTION 3. NUISANCES.** No noxious or offensive condition, use, or activity including but not limited to, any trailer houses and trailer parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or garage sale operation shall be carried out upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to Occupants of the Subdivision. The ACC or the Board of Directors of the Association is hereby authorized to determine what constitutes a "nuisance" and impose stricter definitions of same.

**SECTION 4. STORAGE AND REPAIR OF VEHICLES.** No aircraft; boat, boat rigging, or other watercraft; mobile home, tractor, trailer, motor home, recreational vehicle, camping unit, or suchlike; truck larger than a three-quarter (3/4) ton pickup; bus; unused or inoperable automobile; towable or self-propelled machinery or equipment; or other offensive objects shall be parked or kept in the street in front of, on the side of, or otherwise on any Lot, unless such vehicle is stored within a garage or totally Screened, but in any event, completely out of sight from the streets, Waterways, and all residences. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on automobiles, other vehicles, or watercraft in driveways or streets other than work of a temporary nature. As used in this Section 4, the term "temporary" shall mean that the vehicle or watercraft shall not remain in driveways or streets in excess of a total of forty-eight (48) hours per month. All parking other than "temporary" parking shall be within the building lines shown on the recorded Subdivision plat and screened from any streets, Waterfronts, and other residences. Exceptions are as follows:

- (a) Vehicles and watercraft allowed as hereinabove described; and
- (b) Parking incident to construction or repair of Improvements, including a house or houses in the immediate vicinity, or for the servicing of, or delivery of goods or merchandise to such house or houses.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION. Except in an emergency or when other unusual circumstances exist as determined by the ACC, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 9:00 p.m. local time.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, noxious, hazardous, or offensive material of any kind including, but not limited to, grass cuttings and tree limbs, shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials, nor shall any such material be placed or dumped into the storm sewer system or Waterway. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting covers or lids and placed in an area adequately screened, by planting or fencing, from the streets, other residences, the Common Areas, Waterway, and Reserves. Compost piles, for use as fertilizer, may be maintained provided they are kept in a sanitary manner and properly screened and located so that they are not visible from any street, the Waterway, or other residences within the Subdivision.

Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all prevailing laws and regulations, as well as those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals, at his expense. No storage area shall be permitted between any residence or building on Lot and the street.

SECTION 7. CONSTRUCTION USE. No building or other structure, except when incidental to construction, shall be moved onto any Lot without written permission from the ACC, and any temporary building or structure moved onto any Lot incident to construction shall be promptly removed upon completion of construction work. No stumps, trees, underbrush or any refuse of any kind, or scrap material from Improvements being erected on any Lot or building site shall be placed on or in any streets or Easements or on any other Lots or Common Areas. All such material, if not disposed of immediately, shall be removed from the Property and disposed of immediately upon completion of said Improvements. Temporary structures used as building offices or for other related purposes during the construction period must be inconspicuous and sightly. Each Lot shall be maintained in a neat, clean and orderly condition by the Builder during construction until the sale of the house is closed and by the Owner thereafter. No portion of construction of one Lot shall encroach upon another Lot.

SECTION 8. BUILDING MATERIALS. No Lot shall be used for the storage of any building materials whatsoever, except that material to be used in the construction of Improvements erected upon a Lot may be placed upon such Lot at the time construction is commenced, and then such material shall be placed completely within the property lines of the Lot or building site upon which Improvements are to be erected. Building materials may remain on a Lot for a reasonable time, so long as the construction progresses without undue delay, after which time such materials shall either be removed from the Lot or stored in a suitable enclosure

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on the Lot. Under no circumstances shall building materials be placed or stored on the street, or placed between the pavement and property line or on the Waterfront or Back Property Line.

SECTION 9. MINERAL PRODUCTION. Subject to the provisions of Article VII, Section 8, no drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil and/or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil, gas, or minerals shall be permitted upon any Lot.

SECTION 10. INDUSTRIAL USE. Industrial use of the Lots is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is dangerous or hazardous by reason of likelihood of fire, explosion, or pollution.

SECTION 11. EXCAVATIONS. No excavations shall be made and no sand, gravel or soil shall be removed from the Lots except in connection with a grading and/or building plan (as approved by the ACC).

SECTION 12. TREES. No healthy, live tree shall be cut or felled except as required for construction work with approval of the ACC. Should any tree be removed for any other reason, another tree of similar type or kind shall be planted to replace such loss.

SECTION 13. ANTENNA USE - RESIDENTIAL OR COMMERCIAL ANTENNA. No exterior television, radio or other antenna or device of any type (including but not limited to satellite dishes and parabolic receivers) shall be erected, constructed, placed, or permitted on or shall remain on any Lot or Improvement, or otherwise be constructed on any Lot, unless and until the same shall have been approved in writing by the ACC. All of the foregoing items shall be wholly concealed so as not to be viewed from the street or from any other Lot.

SECTION 14. LANDSCAPE USE. All landscaping plans shall be submitted to the ACC for approval. All landscaping shall compliment the architectural design of the residence. Landscaping shall be completed within three (3) months after construction of residence on Lot is completed, unless special exception is given by the ACC in writing.

SECTION 15. STORAGE. No Lot shall be used for the storage of commercial products, liquid, solid or otherwise, except the "Building Materials" as described in Section 8 of this Article VI.

SECTION 16. COMMON AREAS. The Common Areas shall be used only for recreational and related community purposes as shall more particularly be set forth in this Declaration or amendments hereto, or for such purposes as may be hereafter established by the Association. The Association, acting through its Board of Directors, shall have the right and power to enforce use restrictions over such Common Areas.

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SECTION 17. MISCELLANEOUS. No privy, cesspool or septic tank shall be place or maintained in the Subdivision. Whenever a residence is established on any Lot, all toilets and other sewerage outlets shall be connected with the provided central sewer service. The outdoor drying of clothes or other materials is prohibited.

SECTION 18. WINDOW AIR CONDITIONERS OR HEATERS. No window or wall type air conditioners or heaters shall be permitted to be used, erected or maintained on or in any building in any part of the Lot, except that the ACC may, at its discretion, permit window or wall type air conditioners or heaters to be installed if such units, when installed, shall not be visible from public view, such permission to be granted in writing.

SECTION 19. LOT USE. Lots in the Subdivision may not be re-subdivided into building sites. Whole Lots may be combined so as to create a single residential Lot or homesite, and the entire area resulting from any such combination shall be treated as a single residential Lot, as if originally platted as such on said map or plat of the Subdivision, and in such cases, the side Lot lines between the Lots or fractions of Lots combined shall not be deemed to be side Lot lines for building setback purposes, such combinations being permissible only if whole Lots are combined with adjoining or contiguous whole Lots.

SECTION 20. RESTRICTED RESERVES. Restricted Reserves may be used only in a manner similar to Common Areas or for recreational uses, provided such meet all requirements of this Declaration, or any other governmental body having jurisdiction over such.

SECTION 21. FIREARMS. No Owner shall use any portion of the Subdivision, or permit its Lot to be used, for hunting purposes, or discharge from any portion of the Subdivision, or permit to be discharged from Owner's Lot, any rifle, shotgun, pistol or other firearm, or any bow and arrow, or any other device or weapon designed to fire or shoot any projectile.

SECTION 22. OPEN FIRES. No Owner shall build in the Subdivision, or permit to be built on its Lot, any open fire; provided, however, that this Section 22 shall not prohibit the use by any Owner or Occupant of a residence of an interior fireplace or of a small and safe outdoor cooking facility, but only (i) within the Owner's or Occupant's Lot or such areas as may, from time to time, be designated for such purpose by the Association, and (ii) in strict compliance with the instructions as may be provided in the manufacturer's or vendor's manuals for such cooking facilities.

SECTION 23. CABLE. In the event that communications services and facilities are made available to any of said Lots by means of an underground cable system, the company furnishing such services and facilities shall have two (2) foot easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent Improvements or structure constructed, or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.



SECTION 24. UTILITY EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown and provided for on the most recently recorded plat and no structure shall be erected on any said easements. Underground electric, gas, and telephone service shall be available to all Lots in the Subdivision. No obstruction may be placed on or near any interior lot line which will impede the flow of water along any sewer, drainage easement, or depression utilized to provide proper drainage for the adjacent Lot. The right is hereby granted to the Association and/or any governmental unit with jurisdiction over such, or its successors to remove any such obstruction that will impede such flow.

**ARTICLE VII.**  
**ARCHITECTURAL RESTRICTIONS**

All architecture and landscaping shall conform to the esthetics and general design of the Subdivision. All architectural controls set forth in this Declaration or hereafter created by the ACC shall be strictly enforced and liberally construed in favor of the Association.

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence, which is not more than two (2) stories or the appearance thereof above the flood plain elevation according to the Federal Flood Plain F.I.R.M. (Flood Insurance Rate Map) in existence at the time construction of such building commences is permitted per Lot. Nothing herein shall be construed to prohibit the use of the attic space in any residence for additional living area, if such use is permitted by the City of Katy. All residences shall have a garage area for at least two (2) cars; garage(s) may not be converted to living space. Carports on Lots are prohibited unless approved in writing by the ACC in conjunction with an aforementioned garage. All Improvements shall be of new construction, and no structure shall be moved from another location onto any Lot. All Improvements must be kept in good repair, finished, stained and/or must be painted when necessary and maintained to preserve their attractiveness in accordance with Section 5 of this Article VII. No garage or other out-building shall be built or placed on any Lot unless approved in advance by the ACC.

SECTION 2. LIVING AREA REQUIREMENTS. The interior living area of the residential structure (exclusive of porches, decking, terraces, patios, driveways, or garages and out-buildings approved by the ACC) satisfying the minimum elevation requirements (as per Section 3, below this Article VII) for Lots in Section 1 are as follows:

- (a) Two story dwelling- 2,000 square foot minimum
- (b) One story dwelling- 1,400 square foot minimum.

SECTION 3. MINIMUM ELEVATION. The Improvements, including any building placed or erected on any Lot for use and occupancy as a dwelling, shall be constructed in compliance with all federal, state and local regulations and standards, and satisfy all mandatory minimum elevation requirements as to the interior living area of the residential structure.

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**SECTION 4. LOCATION OF RESIDENCE.** All setback lines and Easements as of the date hereof are recorded on the Subdivision plat. The ACC has the authority to require that all Improvements on Lots be staked out and that such citing be approved by the ACC before any tree cutting is done or any construction site work is begun. No building shall be located on any Lot nearer to the bank or shoreline of Victoria Lakes than the minimum building setback line shown on the recorded Subdivision plat. Unless otherwise approved by the ACC in writing, all residences, especially those on corner Lots, shall face the street on which they front. No carport shall be constructed upon a Lot, however, a porte cochere may be attached to any garage which is set back from the front wall of the main residential structure no less than sixteen (16) feet and is under the second story comprising an integral part of such main residential structure.

**SECTION 5. TYPE OF CONSTRUCTION.** Unless otherwise approved by the ACC, at least seventy-five percent (75%) of the exterior wall area of all residences, excluding detached garages, gables and door openings, must be HandiPlank. The remaining area shall be of brick or stone. Stucco may be used with approval of the ACC, which also has the right to require that the stucco be painted. No garage or accessory building shall exceed the dwelling in height to which it is appurtenant, without the written consent of the ACC. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. Greenhouses must be approved by the ACC. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two (2) coats of paint, stain or finish at the time of construction (and is thereafter maintained), unless the exterior is of redwood, cedar or other such weather resistant materials, which also may require treatment, as approved by the ACC in writing. Any light-colored exterior surfaces must be maintained so that mold, mildew, soil or other discolorations, especially so that the lowest few vertical feet of the exterior do not remain discolored. Failure to maintain will be enforced under Section 22 of Article VII of this Declaration.

**SECTION 6. WATERWAY.** The Waterway shall be maintained and must comply with all applicable rules, regulations, ordinances, orders, decrees, statutes, and other laws and requirements (including, without limitation, such restrictions as, health, safety or zoning codes or ordinances) (collectively, "Legal Requirements") of any special district, city, county, state, federal or other governmental or quasi governmental agency, board, bureau, commission, court, department, or other authority ("Governmental Authority") having jurisdiction over the construction, ownership or operation of such. No pier shall be constructed from a Lot to or over the Waterway.

**SECTION 7. DRIVEWAYS.** On each Lot, the Builder shall construct, during the construction of the slab, and the Owner shall maintain at Owner's sole expense, the driveway from the garage to the abutting street, which may be the street on which the residence fronts or the side street, including the portion of the driveway in the street easement. The Builder or Owner shall repair at their own expense any damage occasioned by connecting the driveway to the street. All driveways shall be reinforced aggregate concrete or an optional but acceptable surfacing (brick, texture, or Bomanite). Asphalt paving is not acceptable. No motor courts are

allowed in order to minimize the effects of excess pavement and in order to restrict the view of recreational vehicles and the like from the street.

SECTION 8. RESERVED.

SECTION 9. ROOF MATERIAL. Roofs may take a variety of forms; gabled and hipped roofs are preferable. Mansard roofs and other types of "exotic" roof forms may not be used unless by special written consent of the ACC. Roof materials may be standing seam metal (factory finished steel, MJN264A tan metal or copper), metal shingles, marble, clay tile, slate, or a minimum 240 pound composition, fiberglass or asphalt, shingles shall be in a black blend or dark brown color range. Any fiberglass or asphalt shingle roofs should have a covered valley, unless an uncovered valley is approved by the Committee. Wood shingles, unless fire-retardant treated, and otherwise meeting Legal Requirements are not allowed. The minimum allowable roof pitch shall be 4 in 12, except where a roof garden or deck is called for. Shed type roofs are prohibited.

SECTION 10. FENCES. No Fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fence is prohibited. All Fences shall be masonry, masonry and wrought iron, wrought iron, or masonry and wood, built in accordance with the ACC approved standards, and shall strictly conform with plans therefore to be provided by the ACC as the size, shape, color, and height, and shall be consistent in appearance with those used on the boundary of the Subdivision with the exception of height. Maximum height for the perimeter Fence shall be eight feet (8'), except for the entrance to the Subdivision, which shall be six feet eight inches (6' 8"). Fences facing the Waterway and Parkview Lots which shall be a maximum of four feet (4') and shall be of wrought iron, open in design so as not to restrict view; maximum Fence height for all other Fences on Lots shall be six feet (6'), except for decorative flares on the Fence which must be approved in writing by the ACC. Notwithstanding the foregoing, brick columns may be erected up to twelve inches (12") higher than the maximum fence height for the particular area. All hedgerows or shrubs serving the same purpose as Fences shall conform to height limitations for Fences. Construction materials shall conform to those approved by the ACC. Parkview Lots are deemed to be Lots 33, 34, 35, 36 and 37 of Block 1.

SECTION 11. GRASS, SHRUBBERY AND FENCING. The Owner of each Lot as part of construction thereon shall sod, spot sod or sprig, with Hybrid St. Augustine, Bermuda or other approved grasses, the area between the front of the residence (and also the side of the residence if a corner Lot) and the curb line of the abutting street(s) unless otherwise approved by the ACC. Before and after construction, all Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or Occupant of all Lots shall keep all weeds and grass thereon cut. Dead or damaged trees on each Lot shall be promptly removed, treated, or repaired by the Owner thereof. The ACC or Association, without liability to the Owners, may cause such trees to be treated, repaired or removed at Owner's expense, if Owner fails to do so after written request by the Association or the ACC to the Owner. Declarant may designate fill areas into which materials specified by Declarant may be placed with approval of the ACC. The

ACC may require plants or other Screens around boxes, transformers, and/or other above-ground utility equipment. The Association shall maintain any landscaping placed on any public right-of-way adjacent to the Subdivision by Declarant or the Association. The Association shall have the right to enter upon the Lots to plant, install, maintain, and replace such shrubbery or other screening devices if the Owner fails to do so, which shall constitute an obligation secured by a lien on said Lot in the same manner as provided in Section 22 of Article VII.

SECTION 12. SIGNS. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the ACC, provided however one (1) 24" x 24" "for sale" or "for rent" sign shall be permitted in the front of each Lot, subject to approval of the ACC.

SECTION 13. SIDEWALKS. Sidewalks shall be constructed in all adjacent street rights-of-way at the Owner's or Builder's expense at the same time the residence is constructed, or prior to the completion of the residence. The sidewalks shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot, up to the street curb at the corner. Sidewalks shall be of reinforced aggregate concrete construction and size and location with respect to property lines shall be in accordance with specifications presented by said ACC or specifications of the City of Katy.

SECTION 14. MAILBOXES AND ADDRESS NUMBERS. Mailboxes and similar installations in the Subdivision must be harmonious with its overall character and esthetics, and must conform to the guidelines of the ACC. Address numbers shall be displayed in a standard design created by the ACC, and pursuant to all Postal Regulations.

SECTION 15. 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 or other underground facilities, unless otherwise approved in writing by the ACC.

SECTION 16. FOUNDATIONS. Foundations shall be concrete slab or raised pier and beam type. Spacing, diameter, and depth of piers along with detailed drawing of beam construction with specifications listing quantity, type, grades and placement of material to be used in the foundation, shall be subject to the prior approval of the ACC. Detached garage foundations will be subject to review on an individual basis, depending upon their location on the affected Lot.

SECTION 17. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, with the following exception: Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences.

SECTION 18. TRAFFIC SIGHT AREAS. No Fences, Screens, shrubs, or other obstructions shall be allowed on any Lot which would impair safety or line of sight to traffic.

SECTION 19. MISCELLANEOUS. Each kitchen in each residence shall be equipped with a garbage disposal unit in serviceable condition. There shall be no decorative appurtenances or structures placed on front lawns of any Lot or visible from the street including, but not limited to, sculptures, bird baths, birdhouses, fountains or other decorative embellishments, unless such specific items have been approved in advance by the ACC. Improvements, including houses and appurtenant structures, shall be painted in accordance with approved colors, grades of paint, and type to be established by the ACC and will further the uniform appearance of the Subdivision at all times. Repainting, in any other color or with different type or grade of paint than that originally used, shall be first expressly approved by the ACC.

SECTION 20. LAWN SPRINKLER SYSTEMS. Lawn sprinkler systems are recommended, however the design of such must be submitted for approval by the ACC. Lawn sprinkler systems must be installed in such a manner that they do not destroy the root systems of major trees and must be installed by a State licensed irrigator.

SECTION 21. FRAMING. All framing and structural materials, such as grades, types, design and patterns, including spacing and placement of subject materials, will be submitted to the City of Katy for approval.

SECTION 22. ENFORCEMENT OF ARCHITECTURAL CONTROL STANDARDS AND ARCHITECTURAL RESTRICTIONS. In the event of a violation of any covenant herein by an Owner, Builder, or Occupant of any Lot, and continuance of such violation after ten (10) days written notice thereof, or which is otherwise in the opinion of the Association Board detrimental to the enjoyment of adjoining property, is unattractive, is a health or safety hazard, or a necessity for repair or painting is determined, or the doing of all other things necessary or desirable, in the opinion of the Association Board, consistent with the Restrictions is found, or in the event the Owner or Occupant has not proceeded with due diligence to commence and thereafter complete appropriate repairs and maintenance to improvements after such notice, the Association Board shall have the right (but not the obligation) to repair, maintain, and restore the Lot and the exterior of the residence and any other Improvement located thereon and charge the cost thereof to Owner. To the extent necessary to prevent or to remedy rodent or insect infestation, diminish fire hazards, nuisance, or otherwise accomplish any of the above needed repairs, maintenance or restoration, the Association Board shall have the right, through its representatives, to enter upon any Lot, or Improvements located upon such Lot, and may within its discretion remedy the same, rendering a statement to the Owner of such Lot who shall be liable to the Association for the cost of work with respect thereto, together with interest thereon from thirty (30) days after the due date until paid at the highest non-usurious rate permitted by law, or if no such limitation is imposed, then at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees for the collection thereof regardless of whether suit is instituted. The Owner agrees by the purchase of such Lot to pay such statement immediately, but not later than thirty (30) days from notice thereof. If such Owner should fail to reimburse the Declarant, ACC, or Association within thirty (30) days after receipt of a statement for such work, then the amount of such charge shall constitute a lien on the residence and Lot on which

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the work was performed. Such lien on the residence and Lot on which the work was performed shall be enforceable as any other assessment lien as provided in this Declaration. The Declarant, ACC, and Association, and their representatives, successors, employees, agents, contractors, officers, directors, and legal representatives shall not be liable or responsible, and are hereby expressly relieved from any liability for the performance of the foregoing.

**ARTICLE VIII.**  
**EASEMENTS**

**SECTION 1. EXISTING EASEMENTS.** The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain Streets and Easements shown thereon, and the Subdivision Plat also establishes dedications, limitations, reservations and restrictions applicable to the Lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of Easements and related rights theretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by this reference and made a part of this Declaration for all purposes, as if expressly and 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 and each Owner conveying any part of the Lots.

**SECTION 2. CHANGES AND ADDITIONS.** Declarant reserves the right to make changes in and additions to the above Easements for the purpose of most efficiently and economically installing improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner, other person, or entity to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitation, gas, electricity, telephone, cable television, security and drainage) in favor of any person or entity furnishing or contracting to furnish utility services to any of the Lots or the Subdivision as a whole, along and on either or both sides of any side Lot line, as well as along the back Lot line, which easements shall have maximum width as set out in the plat or in the document granting the easement.

**SECTION 3. INSTALLATION AND MAINTENANCE.** There is hereby created a blanket Easement upon, across, over and under all of the Property within the Subdivision for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities including, but not limited to, water, storm and sanitary sewer, telephones, electricity, cable television, security, gas and appurtenances thereto. Also, there is hereby created a blanket easement upon, across, over and under all of the Property within the Subdivision for ingress and egress for the purpose of maintaining building exteriors, exterior Improvements, landscapes, shrubs and grass. By virtue of this Easement, it shall be expressly permissible for utility companies and other entities supplying service to install, affix, and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the Lots within the utility easements from time to time existing and from service lines situated within such easements to the point of service to any structure. *Notwithstanding the provisions in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Lots until approved by Declarant or*

the Association's Board of Directors; provided that no approval of any Owner other than Declarant shall be required. The utility companies furnishing service shall have the right to remove all trees, shrubs, fences, and structures situated within the utility easements shown on the Subdivision Plat or herein granted, and to trim overhanging trees and shrubs located on portions of the Lot abutting such easement. No Easement may be utilized by any person, entity or company to provide service to any area outside of the Subdivision.

**SECTION 4. EMERGENCY AND SERVICE VEHICLES.** A blanket Easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to garbage and trash collection in the performance of their duties. Further, an easement is hereby granted to Declarant, the ACC, and the Association, as well as to their respective officers, agents, employees and management personnel to enter any and all Lots to inspect and render any lawful service.

**ARTICLE IX.  
GENERAL PROVISIONS**

**SECTION 1. NO WAIVER.** The Declarant, Association, ACC or any Owner shall have the right to enforce, by any proceeding at law or in equity, the terms, covenants, conditions and restrictions contained herein. Failure or forbearance by any such party to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter and all such rights are expressly reserved. Accordingly, no Owner may maintain a defense of laches based upon any such prior inaction or forbearance.

**SECTION 2. DURATION.** These covenants shall run with the land and shall be binding upon all parties and all persons claiming by, through, or under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a two-thirds (2/3) majority of all the then Owners of the Lots has been recorded, agreeing to change, alter, or terminate the covenants herein, in whole or in part, prior to the respective renewal period and filed of record in the Office of the County Clerk of Fort Bend and Waller Counties, Texas not more than six (6) months nor less than one (1) month prior to such expiration or renewal.

**SECTION 3. SEVERABILITY.** Invalidity of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain binding and in full force and effect, except as to any terms and provisions which are so invalidated.

**SECTION 4. GENDER AND GRAMMAR.** The singular, wherever used herein, shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to the provisions hereof apply either to corporations (or other entities) or individuals, male or female, and shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. AMENDMENT. As long as there is or are outstanding Class B membership(s), Declarant may amend this Declaration unilaterally. This Declaration may also be amended by an instrument executed by the Owners of two-thirds (2/3) of all of the Lots.

SECTION 7. EXECUTION BY THE ASSOCIATION. The Association, by joining in the execution hereof, agrees to be bound by all the terms and provisions of this Declaration.

SECTION 8. ENFORCEMENT. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision and shall inure to the benefit of, and be enforceable by: Declarant, the Association, the ACC, and the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns, if qualifying as an Owner pursuant to Section 17 of Article I, above. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any provision hereof, to enjoin or restrain such violation, or to recover damages, and against the Property to enforce any lien created by this Declaration. The failure of Declarant, the Association, the ACC, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 9. INCORPORATION. All the terms and provisions of this Declaration shall be deemed and construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant or any other person or entity thereafter conveying all or any part of the land in the Subdivision, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to all the terms and provisions of this Declaration.

SECTION 10. INSURANCE. The Association shall have the right, power and authority to obtain and maintain policies of insurance covering such risks, issued by such companies, upon such terms and with such deductibles as the Board may from time to time determine. Such insurance may include, but shall not be limited to, general liability insurance for bodily injury and property damage, contractual liability, host liquor liability, and other coverages found in broad form liability endorsements, fidelity insurance, non-owned automobile insurance and officers and directors liability insurance. The Association shall have the right, power and authority to adjust and settle any claim insured against, under, and to receive and disburse any insurance proceeds payable pursuant to any policy obtained by the Association in such manner as the Board may solely determine.

SECTION 11. LIABILITY. Notwithstanding anything to the contrary, neither Declarant, the ACC nor the Association, nor any person acting on their behalf with regard to the matters set forth in this instrument, including, but not limited to: the Declarant, the Board of Directors of the Association, any of ACC members, or any person engaged by them to act



hereunder, as well as their successors and assigns, shall have any liability hereunder to any third party, including the Owners, with respect to any act of commission or omission except for gross negligence or willful misconduct. To the fullest extent permitted by law, each Owner and every person claiming by, through, or under same, fully waives all rights of subrogation with respect to any policy of insurance to the fullest extent permitted by law, but only to the extent that the same does not invalidate the applicable insurance policy, such subrogation rights being waived as against Declarant, the ACC and the Association, or any person acting on their behalf with regard to the matters set forth in this instrument including, but not limited to, the Board of Directors of the Association, any of their ACC members, or any person engaged by them to act hereunder, as well as their respective successors and assigns.

SECTION 12. NOTICES. Any notice to any Member, Occupant, or Owner under the provisions of this Declaration shall be deemed to have been properly given when hand delivered or mailed, postpaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such notice.

SECTION 13. INTERPRETATION. If any disagreement shall arise between Members as to the interpretation or application of this Declaration or any other documents relating thereto, the disagreement shall be resolved by the Board and the determination of the Board shall be final and binding upon all members unless, the determination of the Board was fraudulently induced or arbitrarily or capriciously rendered. This Declaration shall be liberally construed in favor of the Declarant or the Association.

SECTION 14. OMISSIONS. If any punctuation, word, clause, or sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom or shall be misstated, then it is hereby declared that such was unintentional and that the omitted or misstated punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 15. AMENDMENTS BY DECLARANT. In addition to any other rights of the Declarant to change, alter, or amend this Declaration contained hereinabove, the Declarant shall have, and reserves the right at any time and from time to time, without the joinder by, or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

SECTION 16. DECLARANT'S USES. Declarant may, and hereby reserves the right to, conduct its administrative activities and marketing program for the Subdivision from any location within the Subdivision, whether from permanent or temporary facilities.

AS PER ORIGINAL

SECTION 17. VARIANCES. Declarant in its sole discretion, is hereby permitted to approve at the request of the ACC, deviations in all use and architectural restrictions concerning building area, location of Improvements on the Lots, and building materials used in construction of Improvements on the Lots in instances where in Declarant's sole judgment and discretion, such deviation will result in a more beneficial common use. Such approvals must be granted in writing by Declarant and when granted will automatically amend such restrictions, only insofar as the restrictions apply to the Lot for which the variance was requested. Declarant is under no obligation to consider or grant variances. However, all variances shall comply with Legal Requirements.

A Lot Owner may request a variance, if addressed to the ACC in writing. The ACC shall have thirty (30) days of receipt of such written request to act and if the ACC does not so act, such request shall be deemed to have been denied.

**ARTICLE X.**  
**ANNEXATION AND ADDITIONS**

As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time and at any time until the expiration of thirty (30) years from the date this Declaration is recorded, to extend the provisions of this Declaration and the jurisdiction of the Association, whether in fee simple or leasehold, by filing in the Fort Bend and Waller County Real Property Records, a supplemental amendment annexing additional lands. Such supplemental amendment to this Declaration shall not require the vote of Members or approval by any person, other than the Declarant or its successor. Any such annexation shall be effective upon the filing for record of such supplemental amendment, unless otherwise provided therein to the contrary.

Declarant shall have the unilateral right to assign or transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said lands to be annexed hereunder.

SECTION 3. ADDITIONS BY DECLARANT. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of the Subdivision).

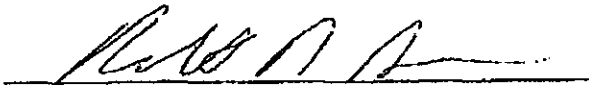
SECTION 4. MERGERS. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall affect any

revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration

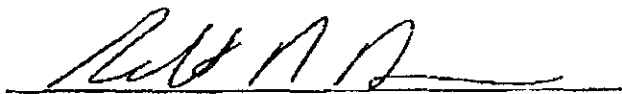
**SECTION 5. OTHER ASSOCIATION PRIVILEGES.** The Declarant or the Board of Directors of the Association may negotiate and contract in the name of the Association for the use of properties or facilities of other Associations or Subdivisions including, but not limited to, swimming pools and tennis courts, or other recreational facilities. All Members shall abide by any such contract, and the rules and regulations of that association or subdivision as they relate to the properties or facilities to be used. Said contract shall not affect any revocation, change, or addition to the covenants established by this Declaration or any by Supplemental Declaration.

THIS DECLARATION is executed on the dates of the respective acknowledgments hereinafter set forth, but is effective this 26th day of February, 1998.

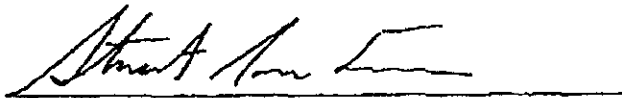
For Harvest Lakes, Ltd.

  
By: Robert B. Brunson  
Title: President, Harvest Development Group, L.C.,  
General Partner of Harvest Lakes, Ltd.

Agreed To, Ratified, and Affirmed by the Association this 26th day of February, 1998.

  
By: Robert B. Brunson  
Title: President

Attest:

  
Its Assistant Secretary  
Stuart Jan Levin

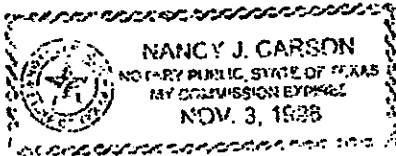


ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this the 26th day of February, 1998 by Robert B. Brunson as President, Harvest Development Group, L.C., General Partner of Harvest Lakes, Ltd. (Declarant), owner of the Victoria Lakes Subdivision, on behalf of said Subdivision.

AS PER ORIGINAL



*Nancy J. Carson*  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
*Nancy J. Carson*

After Recording, Please Return to:

Stuart Ian Levin, Esq.  
20501 Katy Freeway, Suite 217  
Katy, Texas 77450

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

3-9-98 09:49 AM 9816118  
CT \$63.00  
DIANNE WILSON, County Clerk  
FORT BEND COUNTY, TEXAS

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VICTORIA LAKES SUBDIVISION, SECTION 1

THE STATE OF TEXAS            §  
  §  
COUNTY OF FORT BEND        §

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICTORIA LAKES SUBDIVISION, SECTION 1 (the "Amendment") is made on the date hereinafter set forth by HARVEST LAKES LTD., a Texas limited partnership, (hereinafter referred to as "Declarant," whether one or more).

W I T N E S S E T H :

WHEREAS, Declarant is the owner and developer of that certain real property known as Blocks One (1) and Two (2) and Restricted Reserves of the Plat of Victoria Lakes Subdivision; and

WHEREAS, Declarant has previously caused a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICTORIA LAKES SUBDIVISION, SECTION 1 (the "Declarations") to be filed of record; and

WHEREAS, Declarant has reserved to itself the authority to unilaterally amend the said Declarations pursuant to Article IX, Section 6 of the Declarations as long as Class B memberships are outstanding; and

WHEREAS, Declarant holds an outstanding Class B membership or memberships in the subject homeowner's association;

NOW, THEREFORE, Declarant hereby declares that the said Declarations are hereby altered, changed, and amended as follows, to wit:

1. Article VII, Section 5 of the said Declarations is hereby deleted, and the following is completely substituted therefore in lieu:

"SECTION 5. TYPE OF CONSTRUCTION. Unless otherwise approved by the ACC, at least seventy-five (75%) of the exterior wall area of all residences, excluding detached garages, gables and door openings, must be of masonry construction. "Masonry", as used herein, shall include HardiPlank, brick, brick veneer, stone, stone veneer, glass, stucco, concrete, weather-proof plaster, or other masonry type construction, or combination thereof. The remaining area shall be of vertical grain wood or wood type siding. Stucco may be used with approval of the ACC, which also has the right to require that the stucco be painted. No garage or accessory building

building shall exceed the dwelling in height to which it is appurtenant, without the written consent of the ACC. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. Greenhouses must be approved by the ACC. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two (2) coats of paint, stain or finish at the time of construction (and is thereafter maintained), unless the exterior is of redwood, cedar or other such weather resistant materials, which also may require treatment, as approved by the ACC in writing. Any light-colored exterior surfaces must be maintained so that mold, mildew, soil or other discolorations, especially so that the lowest few vertical feet of the exterior do not remain discolored. Failure to maintain will be enforced under Section 22 of Article VII of this Declaration."

2. Article I, Section 8 of the said Declarations is hereby deleted, and the following is completely substituted therefore in lieu:

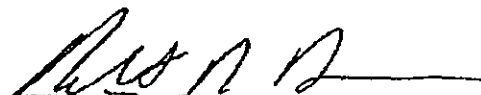
"SECTION 8. "DECLARANT" shall refer to HARVEST LAKES LTD, a Texas limited partnership, its successors and assigns, but shall not be construed to mean any subsequent Owner of any Lot in the Subdivision."

3. Save and except for the foregoing amendments, Declarant hereby restates, ratifies, and affirms the Declarations.


4. This Amendment constitutes the full, entire, and complete changes, amendments, and alterations of the Declarations as contemplated hereby. No other change, amendment, or alteration is contemplated or is hereby made.

THIS AMENDMENT is accordingly executed on the dates of the respective acknowledgments hereinafter set forth, but is effective this 2 day of January, 1999.

For Declarant  
Harvest Lakes, Ltd. .

  
By [Name]: Robert D. Driscoll  
Title: President

Agreed To, Ratified, and Affirmed by the Association this 8 day of April, 1999.

  
By [Name]: Thomas J. Lopez  
Title: Vice President

Attest:

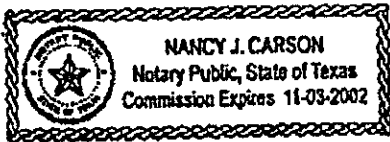
*Severly A. Stone*  
Its Secretary *Severly A. Stone*

ACKNOWLEDGMENT

STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this the <sup>24th</sup> ~~15th~~ day of <sup>April</sup> ~~February~~, 1999, by Robert B. Brunson as President, Harvest Development Group, L.C., General Partner of Harvest Lakes, Ltd. (Declarant), owner of the Victoria Lakes Subdivision, on behalf of said Subdivision.

AS PER ORIGINAL



*Nancy J. Carson*  
Name: *Nancy J. Carson*  
Notary Public in and for the State of Texas

My Commission Expires *11-3-2002*

✓ After Recording, Please Return to:

Stuart Ian Levin, Esq.  
20501 Katy Freeway, Suite 217  
Katy, Texas 77450

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

04-09-1999 04:34 PM 1999029289  
CT \$13.00  
DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VICTORIA LAKES SUBDIVISION, SECTION 1**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICTORIA LAKES SUBDIVISION, SECTION 1 (the "Amendment") is made on the date hereinafter set forth by HARVEST LAKES LTD., a Texas limited partnership, (hereinafter referred to as "Declarant," whether one or more).

WITNESSETH:

WHEREAS, Declarant is the owner and developer of that certain real property known as Blocks One (1) and Two (2) and Restricted Reserves of the Plat of Victoria Lakes Subdivision; and

WHEREAS, Declarant has previously caused a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICTORIA LAKES SUBDIVISION, SECTION 1 (the "Declarations") to be filed of record; and

WHEREAS, Declarant has reserved to itself the authority to unilaterally amend the said Declarations pursuant to Article IX, Section 6 of the Declarations as long as Class B memberships are outstanding; and

WHEREAS, Declarant holds an outstanding Class B membership or memberships in the subject homeowner's association;

NOW, THEREFORE, Declarant hereby declares that the said Declarations are hereby altered, changed, and amended as follows, to wit:

1. Article IV, Section 3 of the said Declarations is hereby deleted, and the following is completely substituted therefore in lieu:

**"SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant or a Builder, the annual assessment shall be Five Hundred Fifty Dollars and No/100 (\$550.00) per Lot. Annual assessments for the year in which a Lot is sold by the Declarant to an Owner, as well as the annual assessment due for the next succeeding calendar year of annual assessment, shall be due and payable in advance upon the sale of such Lot. Notwithstanding the foregoing, no annual or special maintenance fee assessment shall be due or payable on account of any Lot or Lots Owned by Declarant; this exemption applies only to the year, or partial year, of sale from the Declarant to



a third party. Bona fide Builders or contractors who purchase a Lot from Declarant shall be required to pay all prevailing assessments and/or special assessments otherwise due from an Owner. All annual assessments shall be payable in advance on January 1 of each year. From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner (other than a Builder or bona fide contractor), the maximum assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by 1.5% of the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by ten percent (10%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year end Consumer Price Index for All-Urban Consumers, published by the U.S. Department of Labor (or generally accepted replacement should such index no longer be published).


From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than a Builder or bona fide contractor), the maximum annual assessment may be increased above the rates specified in this Section 3, by a majority vote of the Members entitled to vote in person or by proxy, and who are present and voting at a meeting of the Association duly called for this purpose. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property for Fort Bend and Waller Counties, Texas. Assessments for any year in which a Lot is sold by Declarant shall be prorated to the date of closing and shall be due from Builder or contractor from that date forward."

2. Save and except for the foregoing amendments, Declarant hereby restates, ratifies, and affirms the Declarations.

3. This Amendment constitutes the full, entire, and complete changes, amendments, and alterations of the Declarations as contemplated hereby. No other change, amendment, or alteration is contemplated or is hereby made.

THIS AMENDMENT is accordingly executed on the dates of the respective acknowledgments hereinafter set forth, but is effective this 13<sup>th</sup> day of September, 2000.

For Declarant  
Harvest Lakes, Ltd.

By:   
Robert B. Brunson, as President of  
TCVI, Inc., General Partner of Harvest Lakes, Ltd.

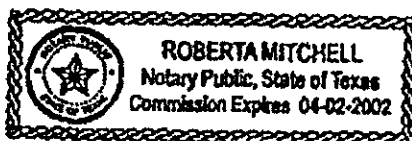
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 13 day of September, 2000, by Robert B. Brunson as President, TCVI, Inc., General Partner of Harvest Lakes, Ltd. (Declarant), Developer of the Victoria Lakes Subdivision, for and on the behalf of said Subdivision.



*Roberta Mitchell*

Name: Roberta Mitchell  
Notary Public in and for the State of Texas

My Commission Expires

4-2-2002

After Recording, Please Return to:

Stuart Ian Levin, Esq.  
20501 Katy Freeway, Suite 217  
Katy, Texas 77450

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

09-21-2000 03:49 PM 2000081091  
TD \$13.00  
DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS