

Declarations-CC&Rs
Chelsea at Mission Bend CA

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CHELSEA AT MISSION BEND

COPY

THE STATE OF TEXAS
COUNTY OF FORT BEND

This Declaration made on the date hereinafter set forth by CHELSEA AT MISSION BEND JOINT VENTURE, which is composed of Baybrook Properties, Inc, R & J Land Resources, Inc., and Russell D. Plank having its principal offices in Houston, Harris County, Texas, hereinafter called "Declarant", and McGuyer Holdings, Inc., a Texas Corporation, hereinafter called "McGuyer".

W I T N E S S E T H:

WHEREAS, it is the desire of Declarant and McGuyer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against a portion of such property, known as a Replat of CHELSEA AT MISSION BEND, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide 044A of the Map Records of Fort Bend County, Texas, (the "Property" as hereafter defined) in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of the lots in the Property;

NOW, THEREFORE, Declarant and McGuyer hereby adopt, establish and impose upon CHELSEA AT MISSION BEND and declare the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of the lots in the Property, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof for the welfare and protection of property values.

RETURN TO:
Gail James
Holcomb Properties
1300 Post Oak Blvd.
Suite 1110
Houston, TX 77056

ARTICLE I
DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

1.1 "Properties" shall mean and refer to CHELSEA AT MISSION BEND, as more fully shown on the plat thereof recorded in Slide 044A of the Map Records of Fort Bend County, Texas, and any additional properties made subject to the terms hereof pursuant to the annexation provisions set forth herein.

1.2 "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the recorded Subdivision Plat which are restricted hereby to use for residential purposes, excluding specifically the Common Area or Reserves.

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

1.4 "Subdivision Plat" shall mean and refer to the map or plat of a replat of CHELSEA AT MISSION BEND, recorded in Slide 044A of the Map Records of Fort Bend County, Texas.

1.5 "Architectural Control Committee" shall mean and refer to the CHELSEA AT MISSION BEND COMMUNITY ASSOCIATION, INC. Architectural Control Committee provided for in Article IV hereof.

1.6 "Association" shall mean and refer to the CHELSEA AT MISSION BEND COMMUNITY ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

1.7 "Declarant" shall mean and refer to CHELSEA AT MISSION BEND JOINT VENTURE composed of Baybrook Properties, Inc., James R. Holcomb and Russell D. Plank, and its successors and assigns to whom the rights of the Declarant are expressly assigned in writing.

1.8 "Common Area" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and the public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject,

however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations. Common area also includes any pipeline easements, drainage easements, utility easements not within platted lots, and recreational reserves. The Common Area is to be owned by the Association free and clear of encumbrances, other than utility easements shown on the recorded plat of the subdivision, at the time of the conveyance of the first lot.

1.9 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following; structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; gates; common driveways; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility)" shall mean and refer to Common Facilities as defined respectively in the Declaration and all Supplemental Declarations.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to in such contract, deed or conveyance.

2.2 Declarant reserves the easements and right-of-ways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, water, cable or any other utility Declarant sees fit to install in, across and/or under the Properties.

2.3 Neither Declarant nor any utility company using the easements or rights-of-way as shown on the Subdivision Plat, or that may otherwise be granted or conveyed covering the Properties, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by any such easements or rights-of-way.

2.4 It is expressly agreed and understood that the title to any Lot or parcel of land within the Properties conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement Owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said Properties or other lands appurtenant thereto. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved to Declarant.

ARTICLE III

USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for single family residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and must have detached or attached garage capable of housing not less than two (2) or more than three (3) cars. As used herein, the term "single family residential purposes" shall be construed to prohibit the use of said Lots for

mobile homes, duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

The following specific restrictions and requirements shall apply to all Lots in the Property.

(a) Outbuilding:

Provided the express written consent of the Architectural Control Committee is secured prior to installation and placement on a Lot, one (1) lawn storage building and/or one (1) children's playhouse, each limited in maximum height to eight feet (8') from ground to highest point of structure, may be placed on a Lot. Otherwise, no building or structure of any kind shall ever be moved onto any Lot. It is intended hereby that, unless otherwise specifically approved pursuant to Article IV hereof, only new construction shall be placed and erected on any Lot within the Property. No carports of any kind shall be built, placed, or constructed on any Lot.

(b) Garages:

No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

(c) Exterior Walls:

No residences shall have less than 51% brick, or equivalent masonry construction, on its exterior wall area. Detached garages may have wood siding of a type and design approved by the Architectural Control Committee or its designated representative. The interior walls of attached garages must have sheetrock or similar wall board.

(d) Roof Materials:

Unless otherwise approved in accordance with the last sentence of this subsection (d) the roof of all buildings on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles with a minimum manufacturer guarantee of 20 years. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtone and shall be subject to written approval by the Architectural Control

Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

(e) Air Conditioners:

No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control Committee prior to installation or placement.

3.2 Minimum Square Footage Within Improvements. Each one story dwelling constructed on a Lot shall contain a minimum of One Thousand (1,000) square feet of livable area, exclusive of open porches and garages, and each multi-story dwelling shall have at least Seven Hundred Fifty (750) square feet of livable area situated on the ground floor, with a minimum of One Thousand Four Hundred (1,400) square feet of livable area.

3.3 Landscaping. The Homeowner or Builder of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall (1) solid sod with grass in the area between his residential dwelling and the curb line(s) of the abutting street(s), and (2) plant no less than one (1) tree at least two inches (2") in diameter. The grass and trees shall be of a type and within standards approved by the Architectural Control Committee.

3.4 Sidewalks. No sidewalk, walkway, improved pathway, deck, patio, driveway or other improvement shall be constructed on any Lot unless and until the plans and specifications therefor are submitted to and approved by the Architectural Control Committee as provided in Article IV below. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied. Furthermore, at each street intersection and/or pedestrian crosswalk where a sidewalk shall

abut the curb, there shall be provided curb ramps with a rough, non-skid surface to accommodate handicapped individuals in wheel chairs before the main residence is occupied. The type of construction and the specifications for said curb ramps shall be as provided by the Fort Bend County Engineering Department.

3.5 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 3.6 below, no part of the house building or garage shall be located nearer than five (5) feet to an interior side Lot line or ten (10) feet to any exterior Lot line on a corner Lot. Any detached garage located a distance of sixty-five (65) feet or more from the front property line of a Lot may be located not less than three feet (3') from an interior side Lot line. Notwithstanding any provision hereof to the contrary, no building or structure constructed on a Lot shall be allowed to encroach upon another Lot or to be situated closer than ten (10) feet to a building or structure on any adjoining Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front of the Lot. For the purpose hereof, the term "front Lot line" shall mean the property line of a Lot that is adjacent and contiguous to a street or road shown on the Subdivision Plat, or if two or more property lines are adjacent to a street, the "front Lot line" shall be the property line adjacent to a street that has the shortest dimension, and the term "street side Lot line" shall mean and refer to all property lines of any Lots that are adjacent to a street except the front Lot line, and the "interior side Lot line" shall mean and refer to all property lines other than the front Lot line and the street side Lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building provided, however, this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front building line.

3.6 Composite Building Site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty-five (45) feet.

3.7 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the subdivision and the lighting effects utilized to display the model homes.

3.8 Use of Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the Architectural Control Committee; provided, however, Declarant reserves the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots or Reserves as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Garages, if used during the development phase or new home construction as a sales office, are permissible provided it is converted to a regular garage capable of housing a minimum of two (2) automobiles prior to conveyance for occupancy by a homeowner.

3.9 Playhouses, Pools, or Other Amenity Structures. No above ground pools are permitted at all on any Lots. Playhouse or fort style structures are limited to a maximum overall height of eight (8) feet and an above ground grade deck maximum height of forty-two inches (42"). The intent of this provision is

to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences in accordance with paragraph 3.13.

3.10 Storage of Automobiles, Boats, Trailers and Other Vehicles. No vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or pick-up trucks that: are in operating condition; have current license plates and inspection stickers; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length, and may be parked in the driveway on such Lot. No non-motorized vehicle; trailer; boat; marine craft; hovercraft; aircraft; machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Properties. No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgement of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the owner, his tenants, and their families. The Board of the Association may adopt rules for the regulation of the admission and parking of vehicles within the common areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or houses in the immediate vicinity.

3.11 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or their minerals shall be erected, maintained, or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.12 Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the homeowner's back Lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on a leash when away from Lot.

3.13 Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height. All fences and walls shall be of cedar construction or better. No chain link fence type construction will be permitted on any Lot.

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

3.15 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street. The drying of clothes in public view is prohibited. The Owner or occupants of any Lot shall construct and maintain a fenced drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles, or storage

piles shall be kept screened by a fenced service yard or other similar facilities as to conceal them from view of neighboring lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in the construction of improvement erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, being placed in the U.S. Mail without the requirement of certification, Declarant or its assigns shall, without liability to the Owner or occupant, enter upon said Lot and cause to be cut such weeds, and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the Owner or occupant of such Lot for the cost of the work. Minimum standards are defined for any property wherein the grass exceeds the height of 6" or wherein the Directors or their agent determines weeds not to be consistent with the standard of surrounding properties. Further, Declarant or its assignee reserves the right to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

3.16 Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided consent is obtained from the Declarant or his assignee, which cannot be reasonably withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.17 Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or F.M. signals shall be erected, constructed, placed or permitted to remain on any Lot, or house, or garage, or building constructed on any Lot. Television antennas may be located inside of the attic so as to be completely concealed from public view. Additionally, no antenna, radio, T.V. tower, satellite dish, or antenna of any type or style shall be erected on any Lot as a free-standing structure or be erected and supported by any type of guy wires.

3.18 Noise. Except in an emergency or when unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.19 Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting & Power Company and Declarant. The Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from

the point of electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by electric company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance, and operation of its' electric distribution system and has also granted to the various Homeowner's reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Homeowners to permit installation, repair and maintenance of each Homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

3.20 Deviations in Restrictions. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgement, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be in the spirit and intent of the welfare of the overall community.

3.21 No Liability. Neither Declarant, Board of Directors of the Association, nor the respective agents, employees and architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations

contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residential structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot by the Owner in the subdivision shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that Declarant and the Board of Directors of the Association, as well as their agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.22 Interpretation. If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplement to the Declaration.

ARTICLE IV

Architects

4.1 Approval of Building Plans. No building shall be constructed, altered or added on any lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Chelsea at Mission Bend Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and

specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirement of this Section will be deemed to have been fully complied with as long as any alterations, construction or renovations are completed within the guidelines provided within these restrictions or any amendments hereto. However, should an Owner move forward with any such construction, alterations or exterior changes without compliance by written application for Architectural Review, Owner will be in violation of the restrictions and shall acknowledge the potential obligation of removal of such improvements. Should this occur the Architectural Control Committee will be permitted up to one hundred twenty (120) days for response for any submission for approval after the fact of completion. The Association has the right to obtain a restraining order or pursue any other process within the law to terminate or halt construction progress which has not been approved by the Architectural Control Committee. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgement shall be final and conclusive. All reasonable enforcement costs and attorney's fees incurred by the Association in connection with the Association's exercise of the right to obtain restraining orders and/or temporary or permanent injunctions under this Section 4.1 shall be recoverable against the Owner and/or occupant in violation of this Declaration and the provisions hereof. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the residence on a Lot to pay all such reasonable costs of enforcement and attorney's fees immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and shall become a charge thereon which shall be collectible in the same manner as the regular annual maintenance charges provided for herein. In connection with its review and approval of the plans and specifications and plot plan as provided in this Declaration, it is expressly provided that the Architectural Control Committee shall have the authority to grant variances to allow encroachments upon and across building setback lines established pursuant to Section 3.5 hereof, and to permit other deviations from the specific requirements and limitations of this Declaration in those matters as to which the Architectural Control

Committee is given approval authority. Any such variance or permission must be evidenced in writing signed by a majority of the Architectural Control Committee or by the Designated Representative thereof, and may be given or withheld in the sole and absolute discretion of the Architectural Control Committee or the Designated Representative, based on subjective or aesthetic reasons.

4.2 Architectural Control Committee. The Architectural Control Committee (hereafter referred to as "ACC") shall consist of three (3) members who shall be initially appointed by the Declarant. The initial members shall be James R. Holcomb, Russell D. Plank and Richard A. Schubert. In the event of the death, resignation or removal of any initial or subsequent member of the ACC, the remaining member or members, or the Designated Representative if there is no remaining member shall have the power to appoint successor member(s) to the ACC. Any member of the ACC may be removed with or without cause by the vote of a majority of the remaining members of the ACC, and in the event of a tie vote the Designated Representative may cast the deciding vote. The ACC may from time to time appoint a Designated Representative to act on its behalf. The initial Designated Representative of the ACC shall be Richard A. Schubert. After such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, or at such earlier time as the ACC may elect, the duties and responsibilities of the Architectural Control Committee shall be assumed by, and its powers assigned to, the Board of Directors of the Association. At the time the ACC ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as the Architectural Control Committee may elect), it shall assign the rights and powers, duties and obligations of the Architectural Control Committee to the Board of Directors of the Association, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the members of the ACC or its Designated Representative, and filed of record in the appropriate records of the County Clerk of Fort Bend County, Texas. The address for submission of applications for architectural review may change from time to time.

4.3 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum

guideline and the ACC shall not be bound thereby or prohibited from imposing additional (even more stringent) requirements or adopting amendments to the Minimum Construction Standards to relax, reduce or otherwise modify such standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls. No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall (including but not limited to changing the color, appearance, texture or reflective character of any exterior surface; the addition or alteration of shutters, awnings or other window coverings; or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided in Section 4.1 above. Such remodeling, renovation or redecoration shall, for the purpose hereof, be deemed to constitute an alteration of the building subject to the provisions of Section 4.1

ARTICLE V

CHELSEA AT MISSION BEND COMMUNITY ASSOCIATION, INC.

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned by an Owner.

5.1A The property owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its' designated management company at all times.

5.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When

more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a copy of the written instrument making such assignment being delivered to the Association). Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership:
- or
- (b) January 1, 2010

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, the Articles of Incorporation or the By-Laws of the Association or as herein provided, and both classes shall vote upon all matters as one group.

5.3 Non-Profit Corporation. CHELSEA AT MISSION BEND COMMUNITY ASSOCIATION, INC., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation and By-Laws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.4 By-Laws. The Association may make and establish such rules or by-laws as it may choose to govern the organization and administration of the Association, provided, however, that such rules or by-laws are not in conflict with the terms and provisions hereof. The right and power to alter, amend or repeal the by-laws of the Association, or to adopt new by-laws is expressly reserved by and delegated by the members of the Association to the Board of Directors of the Association.

5.5 Inspection of Records. The members of the Association shall have the right to inspect the books and records for the Association at reasonable times during the normal business hours by appointment.

ARTICLE VI
PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (b) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, or breach of any provisions of the Declarations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the official Public Records of Real Property of Fort Bend County, Texas. Provided, however, the Board of Directors by majority vote of the Board is authorized and empowered to cause the dedication and conveyance of utility easements and easements for similar purposes without submitting such matter to a vote of the members, and to authorize any officer of the Association to execute the documents required for such dedication or conveyance.
- (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 7.1.

6.2 Delegation of Use. Any Owner may delegate in accordance with the by-laws the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who occupy the residential dwelling of the Owners Lot.

ARTICLE VII
MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessment or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an owner and his Lot as provided in Section 3.15 of this Declaration, such assessments and charges to be established and collected as herein provided. The annual and special assessments, as well as the other charges described in Section 3.15 and 4.1 of this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street right-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities, if any; constructing and maintaining parkways, right-of-ways, easements, esplanades, Common Area, and other public areas; construction and operations of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions

established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, if desired; caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 7.3. Both annual and special assessments must be fixed at a uniform rate for all Lots, provided, however, that Lots which are not and have never been occupied and which are owned by the Declarant or the person or entity who is building or has built or caused to be built a residential dwelling on the Lot shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot, will change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

7.3 Maximum Annual Assessment. Until December 31, 1990, the maximum annual assessment shall be \$120.00 per Lot.

- (a) The annual assessment for the calendar year 1990 (the "Initial Assessment") is hereby established to be \$120.00. Any provisions of this Declaration to the contrary notwithstanding, the Initial Assessment shall be prorated from the date of commencement established pursuant to Section 7.2 above to December 31, 1990, and

shall be payable on a Lot by Lot basis simultaneously with the conveyance of each Lot by Declarant to an Owner, whether such conveyance occurs during 1990 or thereafter.

- (b) The annual assessment for the calendar year 1991 shall be established by the Board of Directors of the Association (the "Board of Directors") and may be set in any amount not in excess of \$600.00 per year, irrespective of the Initial Assessment. The Board of Directors shall fix the amount of the 1991 annual assessment (and the annual assessment for each subsequent calendar year) at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each lot or at such other address provided to the Association in writing pursuant to Section 5.1 (a). Maintenance fees are due on January 1 of each year and considered delinquent if not received by January 31. If for any reason the Board of Directors fails to fix the annual assessment for any year by December 2 of the preceding year, it shall be deemed that the annual assessment for such year will be the same as that established for the preceding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors establish a new annual assessment in accordance with the provisions hereof.
- (c) From and after January 1, 1991, the maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Association only to an amount which is not more than ten percent (10%) above the assessment for the previous year.
- (d) From and after January 1, 1991, the maximum annual assessment may be increased by more than ten (10%) percent of the previous year's assessment only if the increase is approved by the affirmative vote of two-thirds (2/3) of those members of each class who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot

as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provisions of this Section 7.3, the Association shall cause to be recorded in the Official Public Records of Real Property of Fort Bend County, Texas, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, the amount of the increased assessment must be paid in order to avoid being delinquent.

7.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two thirds (2/3) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be recorded in the real property records of the Fort Bend County Clerk's Office,

a sworn and acknowledged affidavit of the President (or any Vice President) and the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

7.5 Notice and Quorum for any Action Authorized under Paragraphs 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 and 7.4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two thirds (2/3) of the total membership of each class is required.

7.6 Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with Section 3.15 and 4.1 not paid within thirty-one (31) days after due date shall bear interest from the due date at a rate of ten (10%) percent per annum on the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the same, or effect foreclosure judicially or non-judicially in the manner and after giving notice as described in Section 51.002 of the Texas Property Code, as the same may be amended from time to time, however, non-judicial foreclosure may not be taken against any interest held by the federal government. No Owner may waive or otherwise escape liability for any assessments or other charges provided for herein by non-use of the Common Area, if any, or abandonment of his Lot.

7.7 Subordination of the Lien to Mortgages. All regular and special maintenance charges or assessments and other charges, as hereinabove provided

for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association. Subject to the conditions that the Association be made a party to any Court proceeding to enforce any superior lien, the lien hereby created shall be subordinate and inferior to:

- (a) All liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof; and
- (b) All liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of any such charges or assessments became due and payable; and
- (c) All liens, including, but not limited to, vendor's liens, deeds of trust and other security instruments which secure any loan made to an Owner for and part of the purchase price of any Lot or for any Part of the cost of constructing, repairing, adding to, or remodeling the improvements and appurtenances situated on any Lot.

Any foreclosure of any such superior lien under the power of sale or any mortgage, deed of trust or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to the date of such foreclosure but no such foreclosure shall free any Lot from the lien securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally be obligated to pay maintenance charges or assessments which became due prior to such foreclosure be extinguished by any such foreclosure.

Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, or deed in lieu, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

7.8 Future Sections. The Association shall use the proceeds of the assessments for the use and benefit of all residents of the Property, provided, however, that any additional property made a part of the Property by annexation under Section 8.7 of this Declaration, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further, made subject to the jurisdiction of the Association.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date these covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument executed by the then Owners of ninety percent (90%) of all the Lots within the Property, and properly recorded in the Official Public Records of Real Property of Fort Bend County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the last twelve (12) months of the initial term above stated and during any such ten (10) year automatic extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in the Property and properly recorded in the Official Public Records of Real Property of Fort Bend County, Texas, provided no such change and/or amendment shall alter the effectiveness of these covenants and restrictions until the natural expiration of the original term or the automatic extension term then in effect.

8.2 Enforcement. The Association, any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable collection costs and attorney's fees. Failure by the Association or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners, to Declarant and to the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e., the architectural approval or disapproval for similar renovations relative to a given location within the Property).

The Association on its own behalf or through the efforts of its management company may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Declaration. Notification will be deemed to have been given upon deposit of a letter in the U.S. Mail addressed to the Owner alleged to be in violation. Any cost that has accrued pursuant to this Section shall be secured and collectable in the same manner as established herein for the security and collection of annual assessments.

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

8.4 FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration as long as there is a Class B membership; annexation of additional land into the

Property, merger and consolidation, mortgaging of Common Area or Common facilities, if any, dedication of the Common Area, or any portion thereof, and dissolution or amendment of this Declaration.

8.5 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.6 Omissions. If any punctuation, word, clause, 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, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

8.7 Annexation. Additional residential property and "Common Area" may be annexed to the Properties:

(a) With the consent of two-thirds (2/3) of each Class of Members, provided that the Federal Housing Administration or the Veterans Administration shall determine that the annexation is in accord with the general plan for the entire development heretofore approved by them, if required at that time; or

(b) Notwithstanding anything contained in (a) above, additional land representing future sections or phases of Chelsea at Mission Bend may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgages, within ten (10) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions, provided that the Federal Housing Administration or the Veterans Administration shall determine that the annexation is in accord with the general plan for the entire development heretofore approved by them, if required at that time;

(c) The annexation addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed, and by the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA") if FHA or VA approval is required pursuant to Section 8.7 (a) or 8.7 (b) hereof, of an instrument which may be called "Supplemental Declaration" which shall at least set out and provide in substance; the name of the Owner of the

property being added or annexed who shall be called the "Declarant"; the perimeter description of the property being added or annexed; the description of the residential areas and of the Common Area of the property being added or annexed and the rights and easements of the Owner in and to the Common Area; that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold, and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of this Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; and, such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of Chelsea at Mission Bend, as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this residential development.

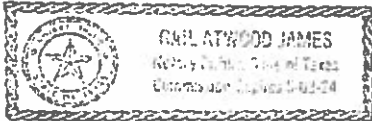
(d) At such time as the "Supplemental Declaration" is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared James R. Holcomb, President, of R & J LAND RESOURCES, INC., a Texas Corporation and Managing Joint Venturer of Chelsea at Mission Bend Joint Venture, which person is known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of September, 1990.

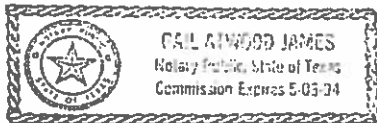


Carl Atwood James
Notary Public in and for
the State of Texas
Commission expires:
5/3/94

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Russell D. Plank, which person is known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of September, 1990.

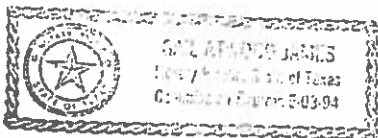


Carl Atwood James
Notary Public in and for
the State of Texas
Commission expires:
5/3/94

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared FRANK B. MCGUYER, PRESIDENT of MCGUYER HOLDINGS, INC., a Texas Corporation, which person is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as an act and deed of said corporation in such capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of September, 1990.



Carl Atwood James
Notary Public in and for
the State of Texas
Commission Expires:
5/3/94

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared H.C. Wood, President, of LIBERTY SAVINGS ASSOCIATION, a corporation which person is known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation in such capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of October, 1990.

[Signature]
Notary Public in and for
the State of Texas
Commission expires:
April 4, 1993

'90 OCT -5 P 2:23

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

OCT 09 1990



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

CONDENSED DEED RESTRICTIONS
CHELSEA AT MISSION BEND
SECTION 1

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ARCHITECTURAL CONTROL COMMITTEE: Article IV, section 4.1; No building shall be erected, placed, or altered until the construction plans and specifications and a plot plan showing the location...have been approved in writing...by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such plans...within thirty days after receipt...approval will not be required and the requirement of this section will be deemed to have been fully complied with as long as...construction...is completed within the guidelines.

ANIMALS: Article III, section 3.12; No more than two common household pets will be permitted on each lot...restrained on homeowners back lot...on a leash when away from the lot. It is the pet owners responsibility to keep the lot clean of pet debris.

ANNOYANCE/NUISANCE: Article III, section 3.7; No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

ANTENNAS: Article III, section 3.17; No electronic antenna or device of any type...shall be erected, constructed, placed or permitted to remain on any lot...television antennas may be located inside of the attic so as to be completely concealed from public view.

AUTO REPAIRS: Article III, section 3.10; No repair work, dismantling or assembling of motor vehicles or machinery shall be done or permitted on any portion of the property.

BOATS, CAMPERS, COMMERCIAL VEHICLES, & STORED VEHICLES: Article III, section 3.10; No vehicle with or without motor, trailer, boat, marine craft, hovercraft, or aircraft may be parked or stored on any part of any lot...unless such vehicle is concealed from public view inside a garage provided the doors may be closed...or other approved enclosure.

BUSINESSES: Article III, section 3.1; All lots shall be known and described as lots for single family residential purposes only...the term "single family residential purposes" shall be construed to prohibit the use of said lots for...business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

CARPORTS: Article III, section 3.1a; No carports of any kind shall be built, placed, or constructed on any lot.

CLOTHES DRYING: Article III, section 3.15; The drying of clothes in public view is prohibited.

DECKS: Article III, section 3.9; An above ground grade deck maximum height of forty two inches.

ENCROACHMENT OF BUILDING LINE: Article III, section 3.5; eaves, steps, and unroofed terraces shall not...encroach upon another lot.

FENCES: Article III, section 3.13; No fence or wall shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot...all fences shall be of cedar construction or better...no fence above six feet in height...no chain link fence...will be permitted.

GARBAGE CANS: Article III, section 3.15; Trash, garbage, or other waste materials shall be kept in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids.

HEDGE RESTRICTIONS: Article III, section 3.13; No hedge in excess of three feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No hedge shall be more than six feet in height.

LAWNS: Article III, section 3.15; The owners and occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful, and attractive manner...maximum height of six inches or wherein the directors or their agent determines weeds not to be consistent with the standards of surrounding properties...Declarant shall...cause to be cut such weeds and grass and remove or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful, and sanitary condition and may reasonably charge the owner or occupant for the cost of the work.

PARKING: Article III, section 3.10; vehicles...are in operating condition; have current license plates and inspection stickers, are in daily use, do not exceed six feet six inches in height, seven feet six inches in width, or twenty one feet in length...may be parked in driveway of such lot.

PLAY STRUCTURES: Article III, section 3.9; Playhouse...are limited to a maximum overall height of eight feet...lot involved is completely enclosed by fences.

POOLS: Article III, section 3.9; No above ground pools are permitted at all on any lots.

ROOFS: Article III, section 3.1d; The roof of all buildings shall be constructed or covered with asphalt...or fiberglass composition shingles with a minimum manufacturer guarantee of twenty years. The color of any composition shingles shall be of wood tone or earth tone.

SATELLITE DISH: Article III, section 3.17; no...satellite dish shall be erected on any lot either as an attached or a free-standing structure or to be supported by any type of guy wires.

SIGNS & ADVERTISEMENTS: Article III, section 3.16; No signs, billboards, posters, or advertising devices of any character shall be erected on any lot.

STORAGE BUILDINGS: Article III, section 3.1a; Provided written consent of ACC prior to installation...one storage building...limited to maximum height of ten feet from ground to highest point of structure may be placed on lot...if the specific lot is completely enclosed by fencing.

STORED ITEMS: Article III, section 3.15; ...in no event use any lot for storage of materials or equipment...materials and equipment shall be stored so as not to be visible from any street...all yard equipment, wood piles, and storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring lots, any street, or other property.

TEMPORARY STRUCTURES: Article III, section 3.1; It is prohibited to use lots for mobile homes, duplex houses, garage apartments, or apartment houses.

TRASH IN PUBLIC VIEW: Article III, section 3.15; No lot shall be used or maintained as a dumping ground for trash nor will accumulation of garbage, trash, or rubbish of any kind thereon be permitted.

TRIMMING BUSHES & TREES: Article III, section 3.14; No objects or thing which obstructs site lines at elevations between two feet and eight feet above the roadways within the triangular area formed at intersections shall be placed or permitted to remain on any lot.

WINDOW A/C UNITS: Article III, section 3.1e; No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or lot.