



**KATY CREEK ESTATES HOMEOWNERS ASSOCIATION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

16

THE STATE OF TEXAS                   §  
                                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND               §

THAT Katy Creek Farms, LP, a Texas limited partnership, hereinafter referred to as Declarant, being the owner of that certain 16.2490 acres, which has been subdivided into that certain subdivision known as KATY CREEK RANCH, SECTION 5, d/b/a Katy Creek Estates("Subdivision"), according to the plat of said Subdivision recorded under Film Code No. 20090092 of the Map Records of Fort Bend County, Texas (the "Plat"), intending to create and carry out a uniform plan for development of the lots in Katy Creek Ranch, Section 5, d/b/a Katy Creek Estates, for the benefit of the present and future owners of said lots, does hereby impose the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in KATY CREEK RANCH, SECTION 5 d/b/a/ Katy Creek Estates, and each contract or deed which may be hereafter executed as to any lots (individually, a "Lot", collectively the "Lots") in KATY CREEK RANCH, SECTION 5 d/b/a Katy Creek Estates.,Such Lots shall be held subject to the following reservations, restrictions, covenants and easements, regardless of whether said reservations, restrictions, covenants and easements are specifically referred to or not in said contract or deed.

**ARTICLE I  
DEFINITIONS**

A. **"Architectural Control Committee"** shall mean and refer to KATY CREEK RANCH, SECTION 5 d/b/a/ Katy Creek Estates, Architectural Control Committee provided for in Article III hereof.

B. **"Association"** shall mean and refer to Katy Creek Estates Homeowners Association, a non-profit corporation, its successors and assigns, provided for in Article VII hereof.

C. **"Common Facilities"** shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, for the use and benefit of all Owners in the subdivision except those as may be expressly excluded. By way of illustration, Common Facilities may include, but not be necessarily be limited to the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

D. **"Common Properties"** shall mean and refer to the Subdivision streets and the Reserves as shown on the Subdivision Plat, 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 of prior grants or dedications by Declarant, Declarant's predecessors in title or those from whom the property is purchased. References herein to "the Common Properties in the Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

E. "**Declarant**" shall mean and refer to Katy Creek Ranch, L.P., its successors and assigns.

F. "**Developer**" shall mean and refer to Katy Creek Ranch, L.P., its successors and assigns.

G. "**Lot**" and/or "**Lots**" shall mean and refer to the Lots shown upon the Subdivision Plat. Reference herein to "the Lots" in "the Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

H. "**Member**" and/or "**Members**" shall mean and refer to all those Owners who are members of the Association as provided in Article VII, together with all the Owners in the Subdivision who are members of the Association as provided in all other Supplemental Declarations.

I. "**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 only an interest in the mineral estate. References herein to the "Owners in the Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations.

J. "**Properties**" shall mean and refer to all of KATY CREEK RANCH, SECTION 5 , d/b/a Katy Creek Estates, which shall be covered by this Declaration.

K. "**Subdivision**" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdictions of the Association.

L. "**Subdivision Plat**" shall mean and refer to the map or plat of KATY CREEK RANCH, SECTION 5, d/b/a Katy Creek Estates, recorded under Film Code No. 20090092 of the Map Records of Fort Bend County, Texas, and any recorded replat thereof.

M. "**Supplemental Declaration**" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article XI. Provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

**ARTICLE II  
RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

A. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon. The Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum set back lines, and all dedications, limitations, restrictions shown on the Subdivision Plat as 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 or Developer, conveying said property or any part thereof, whether specifically referred to therein or not.

B. Developer reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, cable television, sewers, or any other utility Developer sees fit to install in, across and/or under the Properties.

C. Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

D. Neither Developer nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

E. It is expressly agreed and understood that the title conveyed by Developer to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (1) any easement affecting same for roadways or drainage, water, gas, cable television, sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Developer or any easement Owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties and (2) the right of Developer, its successors and assigns, to maintain repair, sell or lease such easements to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

**ARTICLE III  
ARCHITECTURAL CONTROL COMMITTEE**

Construction plans, specifications and a plot plan showing the location of any structure or improvements, landscaping, easements, and building lines must have been submitted to and approved by the Architectural Control Committee (sometimes described as the "Committee"), its successors or assigns, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation before any building or improvements of any character shall be erected or placed, or the erection begun on Lot.

The Developer will appoint the Committee. Upon the death or resignation of any member of the Committee, the Developer will have the full authority to designate a successor. No member of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this Declaration, nor shall any member of the committee be personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of the restrictions. The Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, locations of structures or improvements, construction contracts, permitted deviations and all other documents or approvals required to be submitted to it, to the Architectural Control Committee created by and controlled by the Association, or its designees, when One Hundred Percent (100%) of all of the Lots in KATY CREEK RANCH, SECTION 5, d/b/a Katy Creek Estates are occupied by residents. Portions of the Architectural Control Committee's right of approval may be transferred to the Association prior to One Hundred Percent (100%) of the Lots being occupied at the sole discretion of the Developer.

In the event that within thirty (30) days after receipt of the required documents, the Committee fails to approve or disapprove the plans and specifications submitted, the plans and specifications shall be deemed approved by the Committee, unless disapproval or a request for additional information or materials is transmitted to the Owner by the Committee within thirty (30) days after the date of receipt by the Committee of all required materials; provided; however, that no such deemed approval shall operate to permit any Owner to construct or maintain any structure or improvement that violates any provision of this Declaration or any guidelines established by the Committee. The Committee shall at all times retain the right to object to any improvement that violates any provision of this Declaration or any guidelines established by the Committee. In instances where, in its judgment, such deviations will result in a more commonly beneficial use, the Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building location and such other deviations from the terms of this Declaration as are herein expressly authorized to be permitted by the Committee. Such approval must be granted in writing, and recorded in the Real Property Records of Fort Bend County, Texas, and when given, will become a part of these restrictions. Such approval shall not indicate the Committee's approval for any other purposes and shall not be construed as any representation by the Committee as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. The Architectural Control Committee, at its sole discretion, is hereby authorized to establish standards beyond the restrictions set herein on items including, but not limited to, house elevations, landscaping, sidewalk construction, garage placement, exterior materials and colors, roofing and grading.

#### ARTICLE IV USE OF LOTS

A. **Buildings.** A registered architect or a member in good standing with the American Institute of Building Design or Texas Institute of Building Design shall design all buildings. No building shall be constructed, altered, or permitted to remain on any Lot for other than single-family residential purposes. No single-family residential dwelling (a "Dwelling"), which may include servant's quarters, shall be constructed on less than one Lot. The Dwelling is not to exceed two (2) visible stories in height with a maximum height of all stories not to exceed 40

feet in height and shall include a private garage for not less than two (2) nor more than four (4) automobiles, without prior approval of the ACC.

**B. Accessory Buildings.** The Architectural Control Committee may also allow at its sole discretion, an accessory building ("Accessory Building") to be constructed on a Lot in addition to a Dwelling, provided the Accessory Building has a maximum height from the ground to the top of the roof lines of ten (10') feet and satisfies the requirements herein expressed for Accessory Buildings. Any Accessory Building shall adhere to building line requirements and shall be placed behind the primary Dwelling on the Lot. Accessory Buildings shall also comply with the Building Materials provisions of this document.

**C. Prohibited Activities.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by Declarant or the Association). Each Owner shall use his Lot and the structure and improvements thereon, if, any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter any structure or improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents and their domestic servants. Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. As long as it owns any property in KATY CREEK RANCH, SECTION, 5, d/b/a/ Katy Creek Estates, the Developer may maintain in or upon such portions of the property as the Developer determines, such facilities as in its sole discretion may be necessary or convenient, including but not limited to, offices, sales offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express written consent of the Developer.

**D. Quiet Enjoyment.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried

out upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties. No musical group may perform or play and no outside instruments may be played without the prior written approval of the Architectural Control Committee.

**E. Unsightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

**F. Damage or Destruction of Improvements.** Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all structures and improvements thereon in a neat and habitable manner. In the event of damage to any structure or improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the structures and improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the structures and improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a "hardship" extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed structures and improvements to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such structures and improvement.

**G. Temporary Structures.** Except as expressly provided in this Declaration, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any temporary residence or other temporary structure be moved onto any Lot. Builders in the Subdivision may use garages or other temporary structures as sales offices for the time during which such Builders

are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

H. **Signage.** Signs of any kind shall not be displayed to the public view on any Lot except one sign per Lot of not more than five (5) square feet advertising the property for sale or for rent and except signs used by the Developer and by the original builders of any Dwelling to advertise the property during the construction and sales period. Katy Creek Ranch, LP, its assigns, or the Association, will have the right to remove any such sign exceeding the five (5) square feet which is placed on any Lot and in so doing shall not be subject to any liability trespass or other tort in connection therewith or arising with such removal.

I. **Parking and Prohibited Vehicles.** No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or upon any portion of the unpaved areas or yard. No vehicle may be kept or stored on the street for longer than a period of 24 consecutive hours. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties.

J. **Oil and Mining Activity.** Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any Lot or Common Properties of the Subdivision. Derricks or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot or Common Properties of the Subdivision. With respect to all mineral interests in the land of which the subdivision is comprised, Developer, for itself and its successors and assigns, hereby waives all surface rights.

K. **Animals.** Animals, livestock or poultry of any kind shall not be raised, bred or kept on any Lot except that no more than two (2) household pets may be kept outdoors provided that they shall not become a nuisance and are not kept, bred or maintained for commercial purposes. Pets shall be kept quiet so as not to disturb any persons. No pet shall be permitted outside the owners' yard unleashed at any time. In addition to the two (2) outdoor pets above, fish and birds

or other small household pets may be kept indoors provided that they do not disturb any persons in the neighborhood.

L. **Garbage and Refuse.** Lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in enclosed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from the public.

M. **Mailboxes.** Mailboxes shall be set in a common area. The Architectural Control Committee shall select the design of said mailboxes and shall determine placement of said mailboxes. The Developer will install the mailboxes. Thereafter, The Katy Creek Estates Homeowner's Association shall be responsible for the upkeep and replacement of said mailboxes.

N. **Exterior Lighting.** The Architectural Control Committee shall approve all exterior lighting on all houses and on all Lots. No exterior lighting may shed light onto other Properties or into residential dwellings in such a manner that creates a nuisance. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Control Committee.

O **Window Treatments.** No window in any Dwelling or other improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the Dwelling and the overall appearance of the Properties and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling and the overall appearance of the Properties.

P. **Exterior Paint.** The exterior surfaces of buildings, fences, docks or walls located in the Properties shall not be painted or stained unless the Architectural Control Committee gives its prior written approval of the color of paint or stain to be used; such approval is required even when painting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permitted. Accordingly, the Architectural Control Committee shall not be obligated to approve any color of exterior paint that is different from the original approved paint applied to the exterior of the buildings. Any perimeter fence or wall shall be maintained in its natural state.

Q. **Subdivision of Lots.** Declarant hereby expressly reserve the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

## ARTICLE V



## LOCATION OF IMPROVEMENTS

### A. Dwellings

(1). Dwellings shall face the street on which the Lot on which they are located has the smallest frontage.

(2). Dwellings shall not be located on any Lot nearer to the lot lines than the minimum corresponding building set back lines shown on the recorded plat. No house or other allowed structure may be built on a Lot except within the building lines shown below:

Front Building Line — A minimum of Forty feet (40') and a maximum of Fifty feet (50') back from the front property line for main structures and garages on all Lots.

Side Building Line — Five feet (5') back from each side lot line. Corner Lot building setback lines are ten feet (10') from the side street property line.

Rear Building Line — The rear building setback line is fourteen feet (14').

(3) An Accessory Building permitted by the Architectural Control Committee shall be subject to the foregoing restrictions except that such Accessory Building shall not be taller than ten (10') from the ground and may not be located closer than three feet (3') from any side lot line.

(4) The first floor plate line on the sides of the buildings shall not exceed twelve feet (12') in height. The height of the predominant portion of the slab shall be between eighteen inches (18") and thirty inches (30") above the crown of the street.

### B. Garages and Driveways

(1). The Architectural Control Committee shall specify and approve in writing the location of all garages and driveways.

(2). Each residential structure shall be accompanied by a garage structure which will contain no less than four hundred square feet (400 sq. ft.) which shall have no more than three (3) single garage doors or one (1) double garage door and one (1) single garage door facing the street. Each house shall have a garage which shall accommodate a minimum of two (2) and a maximum of four (4) automobiles. In no event shall any garage structure where the garage doors face the front building line be more than two feet (2') nearer to the front building set back line than the front most wall of the main residential structure.

(3) All driveways shall front on the street address side of the Lot. No driveway shall be nearer than two feet (2') to the side lot line, without prior approval of the ACC. The driveway

proper shall be no more than thirteen (13') feet wide at the point of intersection with the street; however, the apron may widen appropriately to facilitate ingress and egress.

(5) Side loaded attached garages must be mixed with other types and not all loaded from the same side. Two (2) story-detached garages will be permitted upon approval of the Architectural Control Committee.

(6) No two (2) story detached garages shall be permitted on any corner Lot.

(7) Carports are prohibited on any Lot without the express written approval of the Architectural Control Committee unless in conjunction with a garage and previously approved by the Architectural Control Committee.

(8) No particleboard doors will be permitted. All garage doors are to be metal, or wood. Glass fenestrations are permitted. No reflective film or foil is permitted on windows.

(9) When a garage is detached and side loading on a corner lot, a fence between the house and garage is required (Fence shall be the same as required for property line fencing).

(10) Detached garages on the corner side with driveways extending from the front street are prohibited.

### **C. Other Structures**

(1). No basketball goals shall be permitted in the front yard or within three (3') feet of any side lot line.

(2) Portable basketball goals must be kept concealed from the street when not being used.

(3). No fence, wall, hedge (as used herein shall include two (2) or more bushes intended to, or that in the Committee's opinion does, create a barrier or defining line [herein called "Hedge"]), pergola, basketball goal, or other detached structure may be erected, grown or maintained on any part of any Lot between the building set back line and the adjoining street(s) unless approved by the Architectural Control Committee except for perimeter fences as set forth in subsection H hereof. Any wall, fence or Hedge erected as protective screening on a Lot by Developer or by any original builder of any building shall pass ownership with title to the Lot, and it shall be Owner's responsibility to maintain such protective screening thereafter.

(4). No freestanding flagpole may be erected on any Lot.

### **D. Minimum Square Footage within Improvements**

The air-conditioned livable area of each Dwelling shall not be less 1,000 square feet on the first level. The square footage shall be determined by measuring to the outside of the exterior walls.

### **F. Building Material**

All construction plans submitted for approval by the Architectural Control Committee must specify the color and type of materials of which the structure will be built. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish of any portion of a structure facing a street must only be brick, stone or other masonry material (collectively, "Masonry Material") Masonry shall not include Hardiplank, Hardiboard, or related materials,

except that the brand name Hardiplank may be used so long as it does not make up a portion of the 65% masonry requirement, as outlined below. All homes and garages shall have a minimum of Sixty-Five Percent (65%) masonry exterior. Any exception must be approved by the Architectural Control Committee. Exceptions will generally be granted only if there is an area of the house where the structure cannot support brick, in which case the Architectural Control Committee will approve the siding material to be used. Unpainted aluminum finish windows shall not be permitted.

### **G. Roofing Material**

The roofs of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Control Committee, which approval must be obtained in writing before commencement of roof construction, covering or recovering. All roofs shall be a 240# minimum, 25-year warranty profile composition shingle. The Architectural Control Committee shall specify the quality, color, appearance and weight of roofing materials to be used and the Architectural Control Committee shall specifically approve the use of any other material in writing.

### **H. Fences**

(1). Materials. Fences must only be constructed of wrought iron or wood. No chain link, concrete, metallic or plastic fences shall be built. A "wrought iron" fence may be made of wrought iron, steel or aluminum as long as it has the appearance of wrought iron.

(2). Perimeter Fences. All fences built along the rear of the Lots) on the and perimeters ("Perimeter Fences") of the subdivision shall be a minimum of 6'6" tall and shall consist of six foot (6') pickets, a 2x6 cedar cap and a twelve inch (6") treated kickboard. The Developer shall build said Perimeter Fences and the Association shall maintain them. In such regard, the Association shall have a perpetual easement and right-of-entry onto such Lots for the purpose of repairing, maintaining, demolishing, and rebuilding such fences. Homeowners shall not be permitted to alter Perimeter Fences in any way even if they are on the homeowner's property.

(3). Wood Fences. All wood fences between lots shall be six feet (6') tall and shall consist of six foot (6') pickets. All wood fences shall comply with Architectural Control Committee specifications. No wood fence on a side yard may extend closer to the front of the lot than three feet (3') behind the main structure of the Dwelling.

### **I. Trees**

On or before the occupancy of each dwelling ("Occupancy"), the owner of each Lot shall plant between the front face of the house and the street, trees as specified in this Article V, Section I. Lots shall be planted with 4 trees; Trees planted within this described space shall be of a hardwood variety and shall have a minimum trunk size of 4 inches in diameter. Hardwood is defined as a deciduous tree. It will be acceptable to plant two (2) softwood trees with minimum trunk sizes of 4 inches in diameter in lieu of two (2) hardwood trees. Softwood is defined as an evergreen tree (cone-bearing type).

All required planted trees which are not installed in a timely manner or which subsequently die or are uprooted for any reason must be planted or replaced, according to the above requirements, within one growing season following the occurrence or omission involved.

#### **J. Lot Grading and Drainage**

After the conveyance of each Lot or Lots from the Developer, each Lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot, nor shall any Lot be graded or maintained in such a manner as to allow the accumulation of standing water. Any outside drainage system shall be built to end behind the curb. Swimming pool backwashes shall not drain water to the street.

#### **K. Visual Obstructions at the Intersections of Public Streets**

Nothing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines or extensions thereof shall be placed, planted, or permitted on a corner Lot.

#### **L. Antennae and Dish-Type Devices**

(1) Dish-Type Devices in Excess of One Meter (39 inches). No direct broadcast satellites, multichannel multipoint distribution type devices, and microwave broadband transmitters and receivers (referred to herein collectively as "Dish-Type Devices") which exceeds one meter (39 inches) in diameter is permitted on any Lot.

(2) Dish-Type Devices of One Meter (39 inches) or Less, Antennas and Related Masts. A Dish-Type Device of one meter (39 inches) or less, television broadcast antennas ("Antennas") and related masts, are permitted to be placed on a Lot provided any such item complies with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot, on or before the installation of any Dish-Type Device, Antenna or related mast provided for in this subsection L. Such notification must include the type and color of the Dish-Type Device, Antenna and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan.

If the Owner of a Lot proposes to install a Dish-Type Device, Antenna and any related mast as set forth in this subsection L in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such Owner must submit an application to the Committee and obtain the written approval of the Committee prior to commencing such installation. In connection with the Committee's decision, the Committee shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Committee must be made on a form approved by the Committee and contain such information as may be required by the Committee, including a statement which specifically describes the manner in which it is proposed that such Dish-Type Device, Antenna and related mast will vary from such

minimum conditions. The Committee shall endeavor to make its decision regarding the proposed Dish-Type Device, Antenna and any related mast on an expedited basis within seven (7) days after receipt by the Committee of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

(3) Minimum Conditions. In addition to the foregoing requirements, no Dish-Type Device, Antenna, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions (however, each Minimum Condition shall not apply if it unreasonably delays installation of the applicable Dish-Type Device, Antenna, and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):

(a) To the extent feasible, the Dish-Type Device, Antenna and any mast, including its base and anchoring structure, shall not extend above the roofline of the house located on the Lot and shall not be visible from the frontage street or any adjoining street.

(b) The Dish-Type Device, Antenna, or any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.

(c) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Dish-Type Device, Antenna, or mast.

(d) No Dish-Type Device or Antenna shall ever be used to send or receive any ham radio signal.

(e) No Dish-Type Device, or Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

(f) The Dish-Type Device, or Antenna, be one solid color only, either white or black or shades of either brown gray or tan.

(g) Any Dish-Type Device, Antenna or related mast installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

(h) If any provision of this subsection Section L is ruled invalid, the remainder of the provisions in this subsection Section L shall remain in full force and effect.

**M. Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OR SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, ITS

AGENTS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOT THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED, EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS AND AGENTS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS AND AGENTS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

#### **N. Utility Easements**

For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded plat and as they may appear in the records of the <COUNTY> County Clerk's Office, and no structure shall be erected upon any of said easements. Neither Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers, grass or other improvements located on the land covered by said easements.

#### **O. Underground Electric Distribution System**

An Underground Electric Distribution System will be installed in that part of the Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The

electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer, at the request of the electric company, has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of its electrical distribution system and also has granted to the various homeowners reciprocal easements providing for 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 or its 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 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, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in Reserve(s) shown on the plat of the Subdivision, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter.

#### **P. Lot Maintenance and Maintenance of Improvements**

The Owners or occupants of all Lots (inclusive of adjacent easement areas) shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any Lot or portion thereof for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or other facilities where the yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view, the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. The Owners or occupants of all Lots shall maintain all structures and improvements thereon in a condition of good repair. All such structures and improvements shall be maintained so as to avoid any unsightly conditions, including painting same as necessary to maintain in an attractive manner.

**Q. Grass, Shrubbery and Landscaping.** Prior to the sale thereof, the builder or Owner of each Lot with a residence thereon shall solid sod with grass the area between the Dwelling and the curb line(s) of the abutting street(s). All Lakefront Lots will be fully sodded front and back. All grass, plants, and shrubs shall be maintained by the Owner of the Lot. The grass, plants, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee. The landscaping requirements of the Architectural Control Committee may be revised from time-to-time.

## ARTICLE VI COMMUNITY MAINTENANCE

### A. Assessments

An annual maintenance assessment payable in advance on January 1 of each year for the purpose of creating a fund for the operation of the Association shall be imposed on each Lot. The maintenance assessment as to each particular Lot shall commence on the date of conveyance of such Lot by the Developer, its successors and assigns. The Owner, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (1) annual assessments ("Assessment") and (2) other charges ("Charges") provided for herein below. Annual Assessments shall be established and collected and other Charges shall be collected as hereinafter provided. All past due Assessments and Charges shall bear interest from the due date until paid at an annual rate not to exceed the applicable statutory usury limits. The Assessments and Charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment or Charge is made. However, the aforesaid lien is expressly subordinate and inferior to any first mortgage lien on any Lot in the Subdivision. In addition to the Charge on the land, each such Assessment or Charge, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such land at the time when the Assessment or Charge fell due. Each Owner, by acceptance of a deed to a Lot, hereby expressly grants to the Association a lien for the purpose of securing payment of Assessments and Charges on the Lot.

The Assessment shall be established or adjusted by the Board of Directors of the Association from year to year as the needs of the Subdivision may, in its judgment, require. The Assessment shall remain effective until twenty (20) years from the effective date hereof, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots may revoke such Assessment on either the twentieth anniversary of the effective date hereof, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk Fort Bend County, Texas, at any time prior to either the twentieth anniversary of the effective date hereof, or at any time prior to the expiration of any successive ten (10) year period thereafter.

1. **Builder Rate of Assessments:** The rate for all Lots other than those Lots owned by Declarant, shall be fifty percent (50%) of the regular annual assessment fixed by the Board of Directors until the first day of the month following completion of a permanent residential structure on such Lot and the conveyance or occupancy of the permanent residential structure; thereafter, such rate shall be one hundred percent (100%) of the applicable regular annual assessment as to such Lot owned by the Owner on whose property such permanent structure has been erected.
  
2. **Declarant Rate of Assessments:** The Declarant will not pay Assessments or Charges for Lots which it owns.



## **B. Enforcement**

The Association, its successors or assigns, without liability to the Owner or occupant in trespass or otherwise, may, after ten (10) days' written notice to the Owner or occupant and failure of the owner or occupant to comply with the terms of such notice, enter upon such Lot or Lots and do or cause to be done such actions that will bring the Lot and improvements thereon into compliance with these restrictions. The cost, which shall be included in and part of the Charges, of carrying out such actions including but not limited to attorney and legal fees shall be billed to the Lot Owner by the Association by placing such bill in the United States mail, postage paid. Any Assessments and Charges which are not paid when due shall be delinquent. If the Assessment or Charge is not paid within thirty (30) days after the due date, the Assessment or Charge shall bear interest from the date of delinquency at a rate which shall not exceed the maximum non-usurious rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Lot, regardless of whether or not there is personal liability of the current owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such Assessments or Charges as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by judicial action brought in the name of the Association and by a non-judicial action in a like manner as a deed of trust lien on real property pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time), and such Owner hereby expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of such lien. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

## **C. Expenditures**

The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of the esplanades, restricted reserves, recreational facilities, common open areas, and aesthetic features located within county right-of-way), toward the payment for maintenance of streets paths, parkways, cul-de-sacs, esplanades, vacant Lots, lighting, fogging, employing of security guards, policemen and workmen, enforcement of these restrictions, and any other things necessary or desirable in the opinion of the Association to maintain or improve the property or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Association in the expenditure of said fund shall be final as long as said judgment is exercised in good faith.

## ARTICLE VII THE ASSOCIATION

### A. Membership

Every person or entity who is a record owner of any Lot or Lots (an "Owner") shall be a member of the Association (a "Member"). No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each Lot in any future section shall be impressed with and subject to Assessments and Charges imposed hereby. Such additional stage of development may be annexed in accordance with the provisions of Article XI, upon a merger or consolidation of the Association with another association. The Common Properties may be transferred to a surviving association, or alternatively, the properties, rights, and obligations of another association may be consolidated with those of the association pursuant to a merger. The surviving or consolidated association shall administer the restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration, except as agreed to by an eighty percent (80%) vote of the Owners of the Association.

### B. Voting Class

The Association shall have two classes of voting membership:

(1). **Class A Membership.** Class A Members shall be all Owners, except Developer, and each shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(2). **Class B Membership.** Class B Members shall be the Developer who shall be entitled to Nine (9) votes for each Lot owned.

Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two events, whichever occurs earlier:

- (a) When the Declarant terminates Class B votes by an instrument filed at the Official Public Records of Real Property in Fort Bend County, Tx.; or
- (b) The fifteenth (15th) anniversary date of this Declaration.
- (c) One Hundred Percent (100%) of the Lots are sold to homeowners.

### C. Authority

The Association shall be organized pursuant to the laws of the State of Texas, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Subject to the provisions below, every Member shall have a common right and easement of use and enjoyment in the Common Properties for the purposes for which the Common Properties are created, and such right and easements shall be appurtenant to and shall pass with the title to every Lot. All Owners shall be members of the community swim and tennis club.

The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(1). The Association shall have the right to borrow money and with the consent of Members entitled to cast no less than two-thirds (2/3) of the Owners of the Lots.

(2). The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.

(3). The Association shall have the right to suspend the enjoyment rights of any member for any period during which any Assessment or other amount owed by such Member to the Association remains unpaid.

(4). The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any member for any period not to exceed sixty (60) days for any infraction of such rules and regulations. Accordingly, the Association shall assume responsibility for making and enforcing rules for the use of limited access gates, the lake, and the swimming and tennis facilities.

(5). The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees established by the Association for the use of any facilities which are a part of the Common Properties.

(6). The Association shall have the right to dedicate or convey all or any part of the Common Properties to any public authority for such purposes and subject to such conditions as may be agreed to by the Association, subject to the approval of at least two-thirds (2/3) of the Owners of the Lots.

(7). The Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of Owners, with the consent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members voting in person or by proxy, at a meeting duly called for this purpose.

### **ARTICLE VIII Enforcement**

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of the Association and of any subsequent Owner of a Lot or Lots in KATY CREEK RANCH, SECTION 5, d/b/a Katy

Creek Estates, its heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more or said parties.

**ARTICLE IX  
Severability**

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

**ARTICLE X  
Amendment to the Above Restrictions**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots. The Developer, its successors and assigns, may within five (5) years from the date of this Declaration, unilaterally amend these covenants and restrictions at its sole discretion. This may be done without the approval of the Association or the Owners. Any amendment must be recorded in the Office of the County Clerk of Fort Bend County, Texas. In no event may this Declaration be amended, nor may the Architectural Control Committee grant a variance, to reduce this Declaration's requirements with respect to the minimum square footage of a Dwelling or with respect to the requirement that no Dwelling shall be constructed on less than one Lot, except by an instrument signed by the Owners of not less than one hundred percent (100%) of the Lots.

**ARTICLE XI  
ADJACENT PROPERTY**

The Subdivision is a part of a larger tract or block of land owned by Developer. While Developer may subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Developer shall have no obligation to do so, and if Developer elects to do so, any subdivision plat or declaration executed by Developer with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Subdivision, or any part thereof, or to this Declaration as Developer shall, in its sole discretion, desire. For so long as there is a Class B Membership, additional property or properties may be annexed into the jurisdiction of the Association at the sole election of the Developer. Any such

annexed property or properties shall be subject to a declaration providing for a uniform rate of Assessments with the Lots covered by this Declaration and with such reservations, restrictions, covenants, and easements as shall be compatible with such matters as set forth herein.

Executed effective the 19th day of December, 2009.

KATY CREEK RANCH, LP  
By: Katy Creek Ranch, LLC, GP

Jennie Trapolino  
By: Jennie Trapolino  
Title: Manager

its

General Partner

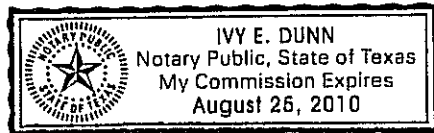
THE STATE OF TEXAS       §  
                                          §  
COUNTY OF FORT BEND     §

BEFORE ME, the undersigned authority, personally appeared Jennie Trapolino in her capacity as Manager of Katy Creek Ranch, LLC 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 considerations therein expressed, in the capacity stated, and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL this, the 19 day of December, 2009.

Ivy E. Dunn  
Name: Ivy E. Dunn  
My Commission Expires: 8/25/2010

After Recording, Return to:  
Jennie Trapolino  
Academy Development  
10622 Clay Road  
Houston, Texas 77041



AS PER ORIGINAL

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 Dec 29 03:32 PM

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VCK \$91.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS