RESTRICT 2011027400
21 PGS

KATY CREEK RANCH, SECTION SEVEN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

THAT KATY CREEK RANCH, L.P., a Texas limited partnership, hereinafter referred to as Declarant, being the owner of that certain 12.8237 acres of land located in Stephen Habermacher Survey Abstract No. 189, Fort Bend County, Texas which has been subdivided into that certain subdivision known as Katy Creek Ranch, Section Seven, ("Subdivision"), according to the plat of said Subdivision recorded under Film Code No. 2011013061 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 Seven, 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 Seven, 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 Seven. 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 One Architectural Control Committee provided for in Article III hereof.

B. **"Association"** shall mean and refer to Katy Creek Ranch Homeowners Association, Inc., 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 One, 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 Seven, recorded under Film Code No 2011013061 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.

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 DECLRANT OR THE ARCHITCTURAL 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 BURGLARS 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 INVITTEE 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 REPRESENTAITONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITTEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABLILTY 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 Fort Bend 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 them 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 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. **Developer Rate of Assessments:** The developer shall be exempt from assessments on all developer owned lots.

2. **Builder Rate of Assessments:** The rate for all Lots owned by Builder 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.

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 ASSOCIAITON

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. **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.

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 Six, and their 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
Fines for Violations

The Board of Directors of the Association may, in its sole discretion, promulgate and assess fines for violation of the covenants and restrictions contained in this Declaration, the By-laws of the Association, standards established by the Architectural Control Committee, and any

other rules, regulations, and policies of the Association, which fines shall be secured by the lien securing Assessments set forth in Article VI hereof.

ARTICLE X
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 XI
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 XII
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. 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 14 day of March, 2011.

Katy Creek Ranch, L.P.
a Texas limited partnership

By: Katy Creek Ranch, LLC,
Its general Partner

Jennie Trapolino

By: Jennie Trapolino, Manager

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 14 day of March, 2011.

Vanessa Smith

VANESSA SMITH
Notary Public,
State of Texas
Comm. Exp. 07-23-13

Name: Vanessa Smith
My Commission Expires: 7-23-13

After Recording, Return to:
Jennie Trapolino
Academy Development
10410 Windermere Lakes Blvd.
Houston, Texas 77065

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

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JH $91.00
Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS