

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS
OF
FLEETWOOD WEST**

Effective December 9, 2006

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

RECITALS

WHEREAS, the property known as Fleetwood West consists of the property more particularly described as follows:

- a. Reserve "B" of Fleetwood, Section Four, a subdivision in the Joel Wheaton Survey, Abstract 80, in Harris County, Texas, according to map or plat thereof recorded in Volume 237, page 54, Map records of Harris County, Texas;
- b. Fleetwood West, Section One, a re-plat of part of Reserve "C" of Fleetwood, Section 4, according to map or plat thereof recorded in Volume 266, Page 52, Map records of Harris County, Texas (hereinafter "Section One"); and
- c. Replat of Fleetwood, Section Seven, according to plat recorded in Volume 292, page 122 of the Map Records of Harris County, Texas, previously platted as Reserve "A" of Fleetwood, Section (4) (hereinafter "Section Seven"); and

WHEREAS, the Owners of the Units of Fleetwood West, have, in accordance with the Declaration of Covenants, Conditions, Easements and Restrictions of Fleetwood West, as previously amended, agreed to further amend and restate the Declaration of Covenants, Conditions, Easements and Restrictions of Fleetwood West as set out in this Amended and Restated Declaration Of Covenants, Conditions, Easements, and Restrictions of Fleetwood West ("Amended and Restated Declaration");

NOW, THEREFORE, the Owners agree and declare that the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to FLEETWOOD WEST PROPERTY OWNERS ASSOCIATION, its successors and assigns. The Association was formerly known as Fleetwood West Maintenance Association.

Section 2. “Board of Directors” shall mean the Board of Directors elected to manage the affairs of the Association.

Section 3 “Common Area” shall mean all that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association not included within the boundaries of any Unit as hereinafter defined, including, but not limited to walkways, alleys, streets and drives not included within the boundaries of any Unit but conveyed to the Association.

Section 4. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit (as defined below) including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term “Owner” shall include any mortgagee or lien holder who acquires fee simple title to any Unit which is part of the Property, through judicial or non-judicial foreclosure.

Section 5. “Property” shall mean and refer to that real property hereinbefore described and known as Fleetwood West.

Section 6. “Unit” shall mean and refer to any one of the parcels of land within the Property which is conveyed by metes and bounds description to any Owner and on which there is a single family residential unit (whether attached or detached), or approved by the Association for the construction thereon of such residence.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner’s Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of a member for any period during which an assessment against his Unit remains unpaid; or during which his payments to his lien holder are delinquent and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
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(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless (1) an instrument of agreement to such dedication or transfer, signed by the Members of the Association entitled to cast three-fourths (3/4) of the votes of the Members of the Association, is properly recorded in the Deed Records of Harris County, Texas and (2) written notice of proposed action under this provision is sent to every Owner and lien holder not less than (30) days, nor more than sixty (60) days in advance of said action.

(c) The right of the Association shall not include the right to borrow money or to mortgage the Common Area without the unanimous consent of all Owners, all members, and all lien holders and the rights of any mortgagee in the Common Area shall always remain subordinate and inferior to the rights of the Owners hereunder.

(d) Owners may use the streets, drives and walkways within the boundaries of the Property for transit only, and parking or standing of vehicles on the private streets, alleys or drives within the boundaries of the property is strictly forbidden, EXCEPTING, HOWEVER, the Association may, from time to time, designate parking areas (which designation may be cancelled or amended) to which this prohibition shall not apply, and its prohibition against parking shall not apply to such dedicated public streets abutting the Property, said streets including Memorial Drive, Bayou River Drive, Bayou River Court, Redwood Place Drive, Cranberry Hill Drive, Cranberry Hill Court and Fleetwood Place Drive. Parking on such dedicated public streets being in accordance with regulations established by municipal ordinances. The Association may have vehicles parked in violation hereof towed away at the expense of the Owner or operator of such vehicle.

(e) The right of the Association to establish additional rules and regulations governing traffic on private Streets, drives and alleys within the boundaries of the Property and to establish sanctions and fines for any violations of such rules and regulations.

(f) The right of the Association to establish other rules and regulations in conformance with these Restrictions.

Section 2. Delegation of Use. Rights of an Owner to use and enjoyment of the Common Area and any easements, walkways, private drives, private streets and private alleys are automatically delegated to the members of Owner's family, tenants, visitors, guests and contract purchasers who may reside on the Property; any such right of use or enjoyment, however, to be in all things subject to the terms and provisions hereof.

Section 3. Title to Common Area. The Common Area shall be owned by the Association, or its successors, subject to the terms and provisions hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner in any Unit which is subject, by covenants of record, to assessment by the Association, shall be a Member of the Association. No Owner shall have more than one (1) membership per Unit owned. Membership shall be appurtenant to and may not be separated from the Ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have one class of voting membership; Members shall all be Owners and shall be entitled to one vote for each Unit owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner for each Unit owned within the Property, hereby covenants, and each Owner of any Unit, by acceptance of a deed for a Unit, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected as hereinafter provided.

The annual and special assessments, together with such interest and late charges thereon and costs of collection thereof, as hereinafter provided, shall be a charge in the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with any interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The Purpose of Assessments. Assessments levied by the Association shall be exclusively for the purpose of promoting the benefit and betterment of the residents and Owners of the Property, the Common Areas and services and facilities relating to the use and enjoyment thereof and of the residents and residences located within the Property assessments shall include, but are not limited to, funds to cover actual Association costs for taxes, insurance, repair and maintenance of the Common Area and easements; the cost of caring for easements, walkways, private streets, drives and alleys; water, drainage, and sewage service, legal services and other services or charges required by these restrictions, or that the Board of Directors shall determine to be necessary to meet the primary purpose of the Association, including adequate reserves.

Section 3. Basis and Maximum of Annual Assessments. The current annual assessment is Three Hundred Sixty Dollars and 00/100 (\$360.00). The annual assessment may be increased by

the Board of Directors effective January 1 of each year without the vote of the membership in an amount not to exceed ten percent (10%) of the then current annual assessment. The annual assessment may be increased above ten percent (10%) of the then current annual assessment only with the approval of Members entitled to cast two thirds (2/3) of the votes of the Members of the Association.

Section 4. Special Assessments for Limited Purposes. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any repair or replacement of a described capital improvement upon the Common Area, or upon any easement in the Property. Including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of Members entitled to cast two-thirds (2/3) of the votes of Members of the Association.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 & 4. Written notice of any meeting called for the purpose of taking action authorized under section 3 and 4 shall be sent to all Members not less than thirty (30) days or more that sixty (60) days in advance of the scheduled meeting. The presence of Members or of proxies entitled to cast two-thirds (2/3) of all votes of Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements, in lieu of a meeting, a door to door canvass may be used to get the written consent of the Members entitled to cast two-thirds (2/3) of the votes of Members of the Association.

Section 6. Rates of Assessments. Both annual and special assessments on all Units shall be fixed at uniform rates, regardless of whether the Unit is occupied or not.

Section 7. Annual Assessments Due Dates. The annual assessment shall be due and payable in advance on the first of the year and no later than the end of January 31st, or as directed by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty days in advance of January first of each year and written notice of the annual assessment, if different from that of the previous year, shall be sent to every Owner subject thereto by December 1st. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on the Unit is legally binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at a rate set by the Board of Directors not to exceed the maximum interest rate allowed by law plus a late charge set by the Board of Directors as posted on the original invoice when sent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; interest, costs and reasonable attorney fees of any such action shall be added to the amount of such assessment. Each such Owner, by the Owner's acceptance of a deed

to a Unit, 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 charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, a mortgage or deed of trust lien foreclosure on real property and such Owner expressly grants to the Association a power of sale in connection with said lien. No Owner may otherwise waive or otherwise escape liability for the assessments provided for hereby by non-use of the Common Area or abandonment of the Owner's Unit. After a reasonable time has elapsed and all notification efforts are exhausted, foreclosure on the property must be made in compliance with all sections herewith and all current applicable foreclosure laws.

Section 9: Subordination of the Lien to Mortgage. The lien securing the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessment thereafter becoming due according to the terms herein provided.

Section 10. Management Agreements. Each Owner of a Unit hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association and shall provide that said management agreement may be cancelled with thirty (30) days written notice when authorized by members entitled to cast three fourths (3/4) of the votes of members of the Association. In no event shall such management agreement be cancelled prior to the negotiation by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management agreement. Any and all management agreements shall be for a term not to exceed one year, and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The members of the Association may terminate the professional management of the Property and assume self management by the Association upon written agreement executed by members entitled to cast three fourths (3/4) of the votes of the Association. In such event, notice of such action shall be given all lien holders prior to the effective date of termination.

Section 11. Insurance Requirements. The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

- (a) A comprehensive policy of public liability insurance covering all of the Common Areas located in the Property insuring the Association, with such limits as it may consider acceptable; not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles,

liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use;

(b) Property Insurance to insure the buildings and structures in the Common Area and other property of the Association against risks of loss or damage by such types of occurrences as deemed appropriate by the Board of Directors, including but not limited to flood, fire, vandalism and other hazards;

(c) a policy of fidelity coverage to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or who are responsible for handling, funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners;

(d) Directors and officers insurance in such limits deemed desirable by the Board of Directors; and

(e) all such other insurance as the Board of Directors may deem necessary or desirable or that may be required by law, including workmen's compensation insurance.

Premiums for all such insurance shall be a common expense payable from property assessments. Liability and personal property insurance for Units and personal property insurance for the contents of Units shall be the sole responsibility of and at the expense of each individual Owner.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

No building, fence wall, landscaping, brick wall, flower box, roofing vent or other exterior structure or improvement shall be commenced, placed, or erected upon any Unit thereon nor shall any exterior addition to or change be made to any Unit until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Committee shall be composed of a chairperson and at least two (2) or more Owners, who shall not currently be members of the Board of Directors. They shall be appointed by and be responsible to the elected Board of Directors. The Architectural Control Committee shall have the authority to develop architectural guidelines and procedures that pre-approve specific types of repairs, replacements and maintenance on the Owners' homes, grounds and fences with such guidelines receiving the approval of the Board of Directors and distributed in writing to all Owners prior to such guidelines being enforced by the Association. If the Architectural Control Committee fails to approve or disapprove a properly dated and submitted FWPOA ACC APPLICATION containing all required information for approval within thirty (30) days after said plans and specifications have been submitted to the proper officials, approval will not be

required for the specific request submitted and this Article will be deemed to be fully complied with by the Owner. The Board of Directors shall retain the authority to make the final decision on a contested application decision after consultation with the Architectural Control Committee.

ARTICLE VI

SWIMMING POOLS

No swimming pool shall be installed on any Unit without express prior approval in writing by the Architectural Control Committee, and no swimming pool shall, under any circumstances, be installed in such a way as to encroach upon any easement, walkway, driveway, private street, alley or Common Area. Plans for pools submitted must be approved and inspected by all applicable governmental authorities.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as the dividing line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or acts willful or omissions shall apply to the party walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in the proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall chose one arbitrator, and such arbitrators shall chose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

USE RESTRICTIONS

Section 1. The Property is hereby restricted to single-family residential use only (either attached or detached), and no Owner or tenant of a Unit shall use any Unit for any business or professional purpose whatever even though such use may be subordinate to the use of the premises as a residence. The Common Area shall not be used for any commercial purposes. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto the Property, and no subsequent buildings or structures other than residences shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, mobile homes, garages, barns, or other out-buildings, shall be used on any portion of the Property at any time as a residence, either temporarily or permanently.

Section 2. All residences shall have exterior walls of at least 50% brick or stone (each attached Unit being computed separately). All one-story residences shall have minimum ground floor area living space of 1600 square feet, and two-story residences a minimum ground floor living area of 850 square feet, in either instance measured exclusive of garages, carports or patios. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. The Association shall have the right to maintain an office on the Property as may be reasonably necessary or convenient for the performance of its duties and obligations hereunder.

Section 4 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Units except that reasonable numbers, consistent with a residence, of dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

The following rules, in addition to any others hereafter made by the Board of Directors of the Association, shall apply to the keeping of pets as defined herein:

- (a) No pets shall be allowed in the Common Area unless restrained on a leash held by the pet Owner or Owner's agent.
- (b) No dog, cat, bird or other pet shall be kept by an Owner or tenant which pet makes such noise that unreasonably disturbs other Owners.

- (c) Each Owner shall immediately clean up and properly dispose of any messes or droppings left by Owner's own pet on any part of the Common Area.
- (d) In no event shall any Unit be used to keep more than two (2) dogs, cats or other similar household pets or combinations thereof, and their offspring over ten (10) weeks old.
- (e) The Association shall have the power to enforce these provisions by levying fines and assessments for violation thereof and by requiring Owners or tenants to dispose of pets which are a nuisance to other Owners or are being kept in numbers in excess of those hereby allowed.

Section 5. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property by an Owner or tenant, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or tenant of any Unit or residence thereof. The Board of Directors reserves the right to approve the design and wording of all signs and to levy fines if an Owner fails to remove such sign in a timely manner after receiving written notice to change or remove such sign. The following are not considered advertising signs: flags, political signs (one (1) per candidate or issue is permitted and must be removed no later than the day following the election) and garage sale signs (one (1) put up in the yard in the morning of the sale and must be removed by the same evening of the sale with a maximum of two (2) garage sales allowed a Unit per calendar year) Seasonal decorations are allowed, i.e. July 4th, Christmas, etc., but must be removed in a timely manner after the occasion. One standard "For Sale" or "For Lease" real estate yard sign is allowed for each Unit but must be removed the day after the property is sold or leased. No business activities of any kind whatever shall be conducted in any building or on any portion of the Property.

Section 6. All clotheslines, equipment, service yards, or storage piles shall be kept within screened areas so as to conceal them from the view of neighboring Units, streets, driveways, alleys, and walkways. All rubbish, trash and garbage shall be kept in covered containers within the areas provided out of general view. Garbage and trash may be put out for collection in covered containers, plastic garbage bags or bundled in the case of limbs, no earlier than the evening before scheduled pick up and, if a container is used, the container must be retrieved no later than the evening of the scheduled pick up along with any items not picked up by the garbage company.

Section 7. No fences or walls shall be erected nor hedges planted upon the Property except such as were installed in accordance with the initial construction of the buildings located thereon or as specifically approved by the Association's Architectural Control Committee.

Section 8. All fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems cross the outer boundaries of the Unit, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air conditioning systems will be maintained and kept by the Owner thereof. An Owner shall do no

act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or access hereditement, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 9. No aluminum foil shall be placed in windows of any residence for any purpose, and no Owner or tenant shall otherwise cover over or block out any window in an unsightly manner.

Section 10. No boat, trailer, camper, truck, mobile home, motor home, commercial truck or unused or inoperable automobile shall be parked on the grounds adjoining any Unit or at any other location within the Property, other than within an enclosed garage, and no automobile shall be parked at any location on any Unit other than within an enclosed garage or in a carport or other parking facility approved by the Architectural Control Committee.

Section 11: No action shall at any time be taken by the Association or its Board of Directors, which in any manner, would discriminate against the Owner or Owners in favor of any other Owner or Owners similarly situated.

ARTICLE IX

EASEMENTS

Section 1. Each Unit and any area included in the Common Area shall be subject to an easement for minor encroachments created by construction, setting, overhangs, brick ledges, balconies, fences, or other protrusions designed or constructed by the original declarant and for the maintenance (if any) of same, so long as it stands, and shall and does exist. In the event any structure is partially or totally destroyed, and then rebuilt, the Owners of adjacent Units agree that minor encroachments onto parts of the adjacent Units or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. In the original construction of homes upon the Property, the original declarant, in order to facilitate construction and avoid monotony of design, may have extended outside walls and balconies or bay windows of Units into adjoining common areas, and a valid permanent easement for each such encroachment and for the maintenance of same, and for the repair or rebuilding of such encroaching wall, fence or protrusion in the event of partial or total damage or destruction thereof, shall and does exist, and shall continue, and conveyance of the plot or tract upon which any such Unit is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

Section 3. There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary poles, underground conduits, and other necessary equipment on

said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of structures. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees, to enter upon the streets, Common Areas and Units in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the walks, drives, alleys, streets and Common Area in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Unit to perform the duties of the Association provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, telephone lines, gas lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and as may be subsequently approved by the Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on the Property without conflicting with the terms thereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 4. Underground Utility Service. Underground telephone service, gas service and single phase electric service shall be available to all Units, and metering equipment, where appropriate will be located on Units at points to be designated by the utility company. The utility company furnishing the service shall have a two foot wide easement along and centered on the underground line or service conductor installed from the utility company's easement to the designated point of service on any Unit for service and maintenance of its lines, conductors and metering equipment. For as long as underground electrical service is maintained, the electric service to each Unit and service, if any, to any Common Area shall be uniform and exclusively of the type known as single phase 120/240 volt, three wire, 60 cycle alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided that prior arrangements are made with the utility company furnishing such service. Such easements for underground service shall be kept clear of all buildings and neither the Association nor utility company, using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended and Restated Declaration amend the prior declaration of Fleetwood West and shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended by an instrument signed by Members owning, in the aggregate, three-fourths (3/4) of the Units. Any amendment must be properly recorded in the Deed Records of Harris County, Texas. Notwithstanding the foregoing, any amendment to (i) allow the Members to alienate the Common Area without the consent of all lien holders or (ii) to change the ratio of assessments against Owners as herein provided, must have the approval of all Lien holders.

Section 4. Section One Conflict. In the case of any conflict between this Amended and Restated Declaration and the Declaration of Covenants, Conditions, Easements and Restrictions of Section One relating to matters other than either Association membership or assessments, or both, the Declaration of Covenants, Conditions, Easements and Restrictions of Section One shall control. In the case of any conflict between this Amended and Restated Declaration and the Declaration of Covenants, Conditions, Easements and Restrictions of Section One relating to either Association membership or assessments, or both, this Amended and Restated Declaration shall control. However, no provision of this Amended and Restated Declaration shall in any manner be taken or deemed to amend or release any of the Declaration of Covenants, Conditions, Easements and Restrictions of Section One.

Section 5. Section Seven Conflict. In the case of any conflict between this Amended and Restated Declaration and the Declaration of Covenants, Conditions, Easements and Restrictions of Section Seven relating to matters other than either Association membership or assessments, or both, the Declaration of Covenants, Conditions, Easements and Restrictions of Section Seven shall control. In the case of any conflict between this Amended and Restated Declaration and the Declaration of Covenants, Conditions, Easements and Restrictions of Section Seven relating to either Association membership or assessments, or both, this Amended and Restated Declaration shall control. However, no provision of this Amended and Restated Declaration shall in any manner be taken or deemed to amend or release any of the Declaration of Covenants, Conditions, Easements and Restrictions of Section Seven.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XI

ANNEXATION

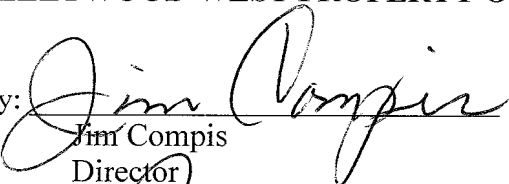
Section 1. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of members.

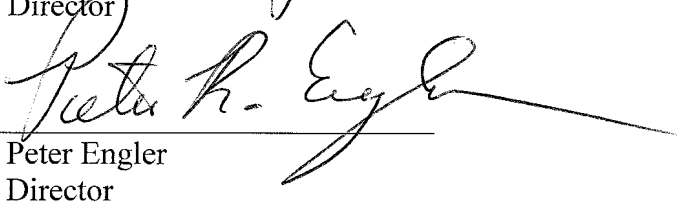
Section 2. Annexation of additional land shall be by instrument in writing and recorded in the records of Harris County, Texas.

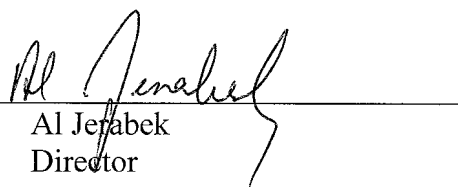
Section 3 Land annexed may be subjected to all or any portion of this Amended and Restated Declaration, or to additional restrictions, or may be annexed or subjected to separate restrictions, subject only to the requirement that lands annexed shall be restricted for use for single family residential use only (either attached or detached), shall be subjected to the same powers in the Association as herein provided, and uniformly subjected to assessment in the same manner and upon the same terms as herein provided. Said Restrictions may permit establishment of Common Areas in annexed land for recreational use of residents of the lands subject to the jurisdiction of the Association.

IN WITNESS WHEREOF, the undersigned, being the Directors of the Association on behalf of the Owners, have executed this instrument to be effective on the 9th day of December, 2006.

FLEETWOOD WEST PROPERTY OWNERS ASSOCIATION

By: 
Jim Compis
Director

By: 
Peter Engler
Director

By: 
Al Jerabek
Director

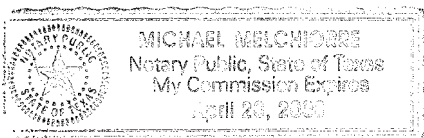
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS OF FLEETWOOD WEST
EFFECTIVE DECEMBER 9, 2006

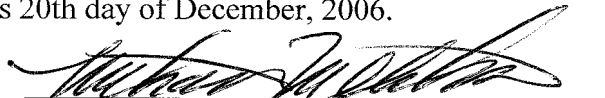
STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Jim Compis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of December, 2006.



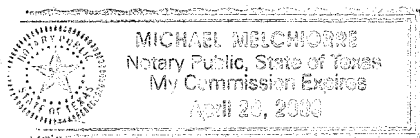

Notary Public in and for the State of Texas
My commission expires: 4/20/2008

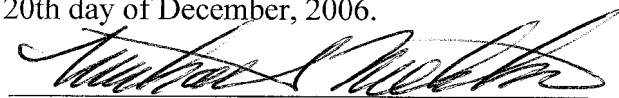
STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Peter Engler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of December, 2006.



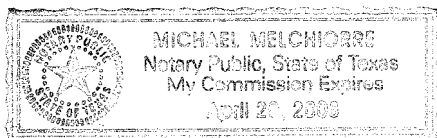

Notary Public in and for the State of Texas
My commission expires: 4/20/2008

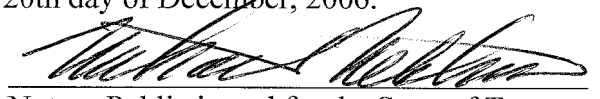
STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Al Jerabek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of December, 2006.




Notary Public in and for the State of Texas
My commission expires: 4/20/2008

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Fleetwood West Property Owners Association, a Texas non-profit corporation, and

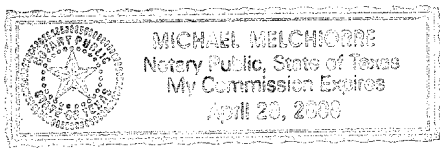
THAT the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions of Fleetwood West were duly adopted by the vote of three-fourths (3/4) of the Members of Fleetwood West Property Owners Association effective on 9th day of December, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 20th day of December, 2006.

By: *Patsy Sabrsula*
Patsy Sabrsula
Secretary
Fleetwood West Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of December, 2006, by Patsy Sabrsula, as Secretary on behalf of Fleetwood West Property Owners Association.



Michael Melchiorre
Notary Public in and for the State of Texas
My commission expires: 4/20/2008

After recording, return to:

**Fleetwood West Property Owners Association
P.O. Box 940072
Houston, Texas 77094-7072**