

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GLEN LAUREL**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS DECLARATION, made on the date hereinafter set forth by GLEN LAUREL, L.L.C., acting herein by and through its duly authorized officers, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain 38.2506-acre tract of land situated in Fort Bend County, Texas, which has been platted and subdivided into GLEN LAUREL, Section One, according to the map or plat thereof recorded on Slide 1745 A & B of the Plat Records of Fort Bend County, Texas and that 32.7631 acre tract of land situated in Fort Bend County, Texas, which has been platted and subdivided into GLEN LAUREL, Section Two, according to the map or plat thereof recorded on Slide 1746 A & B of the Plat Records of Fort Bend County, Texas (the "Property"); and

WHEREAS, Declarant desires to hold, sell and convey said Property subject to the following covenants, conditions, restrictions reservations and easements, which are for the purpose of establishing a uniform plan for development, improvement and sale of the Property, together with portions of additional real and/or personal property which may be brought within the terms hereof pursuant hereto, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots within said lands; and

WHEREAS, this Declaration grants Declarant the right and privilege to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Declarations and to designate certain portions of such property as a "Neighborhood" as defined

herein; and

NOW THEREFORE, the Declarant hereby adopts, establishes and imposes the following reservations, restrictions, covenants and conditions upon all Lots in GLEN LAUREL, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and anyone shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

ARTICLE I

DEFINITIONS

Section 1. "Assessment" shall mean the General Assessments, Neighborhood Assessments, special assessments, and/or any other amounts due by any Owner to the Association pursuant to the provisions of this Declaration.

Section 2. "Association" shall mean and refer to Glen Laurel Homeowners Association, Inc. its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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.

Section 4. "Properties" shall mean and refer to the real property within the jurisdiction of the Association, including the Declarant's Property and any additional property hereafter added to the jurisdiction of the Association as provided herein.

Section 5. "Lot" shall mean and refer to any of the numbered lots shown on any recorded subdivision map of the Properties intended for the construction of a single family residence, with the exception of property designated herein as "Common Area", if any.

Section 6. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 7. "Supplemental Declaration" shall mean and refer to (i) any declaration of supplemental restrictions filed by Declarant imposing more stringent or detailed restrictions or additional restrictions on one or more Neighborhoods within the Property, (ii) any supplemental declaration of annexation filed by Declarant bringing additional property within the scheme of the Declaration under the authority provided in the Declaration.

Section 8. "Declarant" shall mean and refer to GLEN LAUREL, L.L.C., its successors or assigns.

Section 9. "General Assessments" shall mean assessments levied by the Association for expenses that benefit all Owners of Lots in the Properties.

Section 10. "Neighborhood" shall mean and refer to any separately designated development area within the Properties. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood.

Section 11. "Neighborhood Assessments" shall mean and refer to assessments levied by the Association on Lots within a specific Neighborhood, pursuant to this instrument or to a Supplemental Declaration, which are incurred for the benefit of Owners of Lots within the specific Neighborhood.

Section 12. "New Construction Committee" shall mean and refer to the committee created by the Declarant to exercise exclusive jurisdiction over all original construction upon the Lots as provided herein.

Section 13. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to the original construction upon the Lots which was previously approved by the New Construction Committee.

Section 14. "Home Occupation" shall mean a commercial enterprise conducted in a residence on a Lot which is incidental to the principal residential use of the Lot and subject to the limitations further set forth in Article II, Section 1 of this instrument.

ARTICLE II
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached Single-Family Residence not to exceed two and one-half stories in height and a garage for not less than 2 or more than 4 cars. As used herein the term "residential purposes" shall be construed to prohibit the use of any Lot for a boarding house, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, garage apartments for rental purposes or apartment houses. No building of any kind or character shall be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

No business or business activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board. Garage sales or yard sales shall not be carried on for more than two consecutive days and shall not be held on any Lot more than once a year.

Notwithstanding the foregoing, a Lot may be used for a Home Occupation provided that:

- (a) no person other than a resident of the residence shall be engaged or employed in the Home Occupation at the site;
- (b) there shall be no visible storage or display of occupational materials or products;
- (c) there shall be no exterior evidence, including traffic, noise, signs and odor, of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the residence; and

(d) no additional parking shall be provided for the Home Occupation and no commercial vehicles, trailers, equipment, or other property used in connection with the Home Occupation shall be stored or parked in plain view on or adjacent to the Lot.

Section 2. Architectural Control - New Construction Committee: No buildings or improvements of any character shall be erected or placed or the erection or placement thereof begun on any Lot until two (2) sets of the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the New Construction Committee. The New Construction Committee shall be initially appointed by the Declarant and shall consist of not less than three (3) members, who need not be members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all the Lots subject to the jurisdiction of the Association have completed dwellings units constructed thereon, at which time the New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. The New Construction Committee may from time to time designate someone serving on the Committee to act for it as the Designated Representative. The New Construction Committee shall review construction plans and specifications for compliance with these restrictions, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to indicate its approval or disapproval within fifteen (15) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

Section 3. Architectural Control - Modifications Committee: The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications or improvements to those Lots where houses have been previously approved by the New Construction Committee, constructed and sold. This Committee will be comprised of no less than three (3) members with at least two (2) members required to be members of the Association, and shall review construction plans and specifications for compliance with these restrictions, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after receipt of the required documents, approval will

not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Modifications Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Section 4. Minimum Square Footage Within Improvements. The living area of the dwellings shall be not less than the minimum square foot living area provided for in the relevant Supplemental Declaration for such area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of porches, garages, and servants quarters.

Section 5. Location of the Improvements Upon the Lot. No building or other improvements shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. Each main residence building will face the front of the Lot.

Section 6. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees, flowers or property of the owner situated on the land covered by said easements.

Section 7. Annoyance or Nuisances. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot or the Common Area which may be or become an annoyance or a nuisance to the neighborhood. The Board of Directors is hereby given discretion to determine what constitutes noxious or offensive activity or an annoyance to the neighborhood, and such a determination by the Board shall be deemed to be final and conclusive.

Section 8. Temporary Structures. No structures of a temporary character, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently. Notwithstanding the foregoing, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders may use garages as sales

or construction offices for the time during which such Builders are marketing homes within the Properties. At such time as the residence is sold, any garage being used for sales or construction purposes must be reconverted to a garage.

Section 9. Storage of Vehicles. No trailer, inoperable automobile, camper, boat, commercial use truck, or self propelled or towable equipment or machinery of any sort or any item deemed offensive by the Board of Directors will be stored, parked or kept on any Lot or in the street in front of the Lot except in an enclosed structure or behind a solid fence. No Owner of any Lot or any guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature not exceeding forty-eight (48) hours.

Section 9. Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any kind shall be placed, maintained or displayed to the public view of any Lot except one sign of not more than three(3) square feet, advertising the property for sale or rent or signs used by a builder or remodeler to advertise the property during the construction and/or sales period. Declarant or its assigns, as long as it owns property among the Lots, may maintain such signs, billboards, or advertising devices as are customary in connection with the general sale of property in this subdivision. Notwithstanding the foregoing, temporary signs or banners related to school teams shall be allowed to be displayed for a period not to exceed three (3) consecutive days.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon the Property. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon the Property.

Section 11. Lot Maintenance. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior of the dwelling unit of each Lot and the fixtures, appliances, equipment and other appurtenances thereto, including driveways, sidewalks and fences, excepting only the improvements constructed by Declarant or the Association. If any improvement on a Lot is damaged or destroyed, the Owner shall diligently proceed to restore

such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze or remove such improvement. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers constructed of metal, plastic or masonry materials, with sanitary covers or lids. Provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. The Owner or occupants of all Lots shall periodically mow and at all times keep all weeds and grass thereon cut, flowerbeds maintained, and curbs edged in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted.

Section 12. Enforcement of Lot Maintenance. Each Owner of a Lot shall at all times be obligated to maintain all visible exterior surfaces of all buildings and other improvements, remove all paper, debris and refuse, remove and replace dead and diseased trees and plantings, repaint all areas where the paint is peeling or cracked and, in the reasonable opinion of the Board, needs to be repainted, and during construction, clean debris and other construction related refuse from streets and storm drains. In the event of the violation of any covenant herein by any Owner or occupant of any Lot, and the continuance of such violation after ten (10) days' written notice thereof, Declarant or the Association, may (without being under any duty to do so) through its agents or employees, enter upon said Lot, without incurring liability for civil trespass, to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary, condition. The Owner or occupant of said Lot is deemed by purchase or occupation of the Lot to consent to such entry and to agree to pay the Declarant or Association for such work immediately on receipt of a statement therefor. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge.

Section 13. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 14. Walls and Fences. No wall or fence shall be erected or maintained nearer to the front lot line than the front building line of such Lot. Some Lots may have additional wall or fence set-back requirements as specified in the Supplemental Declarations for a particular Neighborhood. No fence or wall shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall or fence erected on a Lot by Declarant or its assigns, shall pass ownership with title to the Lot and it shall be owner's responsibility to maintain said wall or fence thereafter. Any wall or fence erected on Common Areas by Declarant or its assigns, shall be maintained by the Association. Specific Lots in the Property are subject to the requirement that uniform fencing be constructed and maintained as specified by the New Construction Committee, such fencing to be more specifically addressed in the Supplemental Declarations for each particular Neighborhood.

Section 15. Visual Screening on Lots. The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles shall be kept within a service yard or other similar facility screened from public view by a fence complying with Article II, Section 14. No antenna, satellite dish or device of any type for receiving television or radio signals shall be erected, placed or permitted to remain on any Lot, unless they are screened from view of all streets.

Section 16. Outbuildings. No treehouse, children's playhouse, storage shed or other outbuilding shall be permitted on any Lot without prior written approval of the New Construction Committee or the Modifications Committee, as the case may require. Outbuildings shall be limited in height to eight feet (8') and must be in keeping with the overall character and aesthetics of the improvements on the Lot, provided that metal storage sheds may be permitted in styles and locations approved in the discretion of the New Construction Committee or the Modifications Committee. No outbuilding or play structure will be permitted to be located nearer to a Lot boundary than the applicable building set back lines.

Section 17. Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 18. Air Conditioners. No window or wall type air conditioner shall be permitted in any residence, but the Modification Committee, at its discretion, may permit wall type air conditioners to be installed if such unit will not be visible from any street.

Section 19. Declarant's Rights During Development Period. During that period of time while any parcels of land or Lots located within the Property are being developed and marketed, the Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Areas in connection with the promotion and marketing of land within the boundaries of the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association, however, the Declarant, as provided in this document, shall not be subject to this assessment. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A: Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned.

Class B.: Class B member(s) shall be Declarant or its successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas.

(2) the twentieth anniversary date of the recordation of this initial Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) General Assessments or charges, the Maximum General Assessment not to exceed \$ 425.00 per annum; (2) Neighborhood Assessments, if applicable; and (3) Special Assessments (hereinafter defined) for capital improvements. Each Neighborhood, which is designated as such in the Supplemental Declaration, shall be subject to the Neighborhood Assessment, if any, specified in such Supplemental Declaration to defray the costs of additional services to be provided by the Association that primarily or exclusively benefit the Lots within that Neighborhood. The rate at which each Lot will be assessed will be determined annually, and the Maximum General Assessment may be adjusted from year to year by the Board of Directors as the needs of the subdivision may require, provided that the annual assessment increase may not exceed 10% of the assessment for the previous year without a vote of the membership. The Maximum General Assessment may be adjusted by more than 10% with the assent of a 51% majority of the total membership of the Association in a special meeting called for this purpose. Each Lot in Glen Laurel is hereby subjected to the General Assessment, Neighborhood Assessments, and Special Assessments, together with interest, penalties, costs and reasonable attorneys fees, and shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. In the event that Assessments are not paid within thirty (30) days of the due date, late penalties shall accrue at the rate of ten percent (10%) per annum, and such penalties shall be a charge on the Lot in the same way as assessments, costs of collection, attorneys fees and interest. Each such assessment, together with interests, penalties, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Association. Such uses and benefits to be provided by said Association shall include, by way of clarification and

not limitation, any and all of the following that affect and serve all members of the Association: providing professional management; payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance; providing patrol or watchman service; providing contractors to manage and maintain recreational facilities (including, without limitation, swimming pools, bath houses and play grounds); fogging for insect control; contracting for street lights; providing for garbage and rubbish pickup; maintaining the Common Areas (including, without limitation, walls, fencing, monuments, signage, lake make-up water wells, storm water facilities as set forth in Article V, Section 6, landscaping and irrigation systems), landscape reserves, or unpaved portion of any street or right of way within or adjoining the Property; payment of all legal and other expenses incurred in connection with the collection of all recorded charges and assessments or enforcement of covenants and restrictions affecting the property to which the assessments apply; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Special Assessments for Capital Improvements. In addition to the General 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Sections 1 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 1 or 3 shall be mailed (by U. S. first class mail) to all members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may

be called subject to the same notice requirements, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting of each class of membership. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 5. Rate of Assessment and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date each Lot is conveyed from Declarant to another owner. Lots in Glen Laurel owned by Declarant are exempt from assessment. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed by U. S. first class mail to every Owner subject thereto at the last address for such Owner of which the Board of Directors has notice. It shall be the obligation of each Owner to give notice to the Board of Directors of a mailing address other than the Lot. The payment date shall be established by the Board of Directors and shall be January 1 unless altered by the Board. 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 Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 6. Neighborhood Assessments. Each Neighborhood, which is designated as such by Declarant in the Supplemental Declaration that designates such area as a separate Neighborhood and/or that brings such Property within the jurisdiction of the Association, shall be subject to the Neighborhood Assessment, if any, specified in such Supplemental Declaration to defray the costs of additional services and/or amenities to be provided by the Association that exclusively benefit the Owners of Lots within that Neighborhood. Furthermore, by vote of the Owners of ninety percent (90%) of the Lots within a Neighborhood such Owners may elect for their Neighborhood to have the Association provide services or amenities in excess of those being provided to all of the Lots and those services or amenities specifically provided for in any Supplemental Declaration applicable to such Neighborhood. Upon so electing, all Owners in the Neighborhood shall be assessed an annual

Neighborhood Assessment based on the cost of the additional services and amenities, on a uniform basis within such Neighborhood. The Board of Directors may levy different Neighborhood Assessment rates to the separate Neighborhoods. Neighborhood Assessments shall not be combined with General Annual Assessments for purposes of determining the maximum permissible General Annual Assessments under Section 1 hereof, nor separately be subject to the limitations of Section 1 of this Article.

Section 7. Loans by Declarant. During the period the Class B votes exist, Declarant shall be responsible for any shortages in the accounts of the Association and shall loan to the Association, on such terms and conditions as may be acceptable to the Board of Directors, the difference between the amount of assessments collected on the Property subject to assessments and the amount of actual expenditures required to operate the Association. The Declarant's loan to the Association hereunder may be in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Board of Directors is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the expenses.

Section 7. Effect on Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. Each such Owner, by his acceptance of a deed 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 and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein

shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (c) The right of the Association to dedicate, sell, or convey all or any part of the Common Area to any public agency, authority, utility, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or conveyance other than the granting of utility or drainage easements granted for

the common good of all Lot owners shall be made unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or conveyance has been recorded in the Public Records of Real Property of Fort Bend County, Texas.

(d) The right of the Association to use, rent or lease any part of the Common Area for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, as well as property owners outside the Properties.

Section 4. Shared Use of Common Areas. The Board of Directors shall be authorized to contract with outside associations or developers of subdivisions outside the Properties to share usage of the recreational common facilities of this Association. Such contract shall set forth usage privileges and obligations and monetary payment for such privileges to the Association. All arrangements, fee schedules and contracts will be developed and approved at the total discretion of the Board of Directors.

Section 5. Lake Rules and Regulations. The Board of Directors shall be authorized to implement rules and regulations for the use of the lakes located within the Common Areas. The rules and regulations shall include, but not be limited to, the following provisions:

(a) No boats or other waterborn craft shall be propelled by means of an internal combustion engine(s), with the exception of a small outboard motor boat to be used exclusively for lake maintenance by authorized personnel. No houseboats, rafts or submerged watercraft will be allowed on the lakes at any time. Any watercraft allowed on the lakes shall be approved by the Board of Directors.

(b) Owners and their guests are permitted to fish in the lakes from the shoreline or from piers. Taking fish from the lakes for commercial use is prohibited. The following fishing techniques are prohibited: trotlines, throwlines, juglines, nets, traps and yo-yo's.

(c) No manual, electric or gas powered pumps will be allowed to draw water from the lakes for the private use of the Owners.

(d) Waterfowl that reside on the lakes shall be limited in species and quantity as determined

by the Board of Directors. No Owner shall be permitted to manipulate the number of waterfowl by introduction or harvest, this responsibility residing solely with the Board of Directors.

Section 6. Storm Water Facilities. The Association shall be responsible for the maintenance and repair of all detention ponds and lakes and associated appurtenances located within the Common Areas, including but not limited to maintenance of lake water quality and lake banks, water wells for lake water make-up, bulkheads, storm sewer pipes located at the inflow and outflow points of the lakes, and the storm sewer siphon structure which passes under the Amoco and Houston Pipeline Company pipelines. In addition, the Association shall maintain drainage swales, ditches, and inlets located in easements adjacent to the rear lot line of certain Lots and the storm sewers located in side lot easements which serve said rear lot drainage ditches and swales.

Section 7. Amendment. The covenants and restrictions of this declaration shall run with the land and shall be binding upon all the parties, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by those Owners owning not less than fifty-one percent (51%) of the Lots within GLEN LAUREL.

Section 8. Interpretation and Omissions. If any part of this Declaration shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives shall govern. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any portion of this Declaration shall be omitted herefrom, then it is declared that such omission was unintentional and the omitted item shall be supplied by inference.

Section 9. Annexation Declarant, its successors and assigns, shall have the unilateral right, privilege and option to annex additional real property owned by it adjacent to the Property currently under the jurisdiction of the Association by filing, within a period of ten (10) years from the date of this Declaration, a Supplemental Declaration with respect to the additional property. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration. After ten

(10) years, additional residential property may be annexed to the Association with the consent of two-thirds (2/3) of the members. Such Supplemental Declaration must impose an annual assessment on the property covered on a uniform per lot basis equivalent to the assessment imposed by this Declaration and must also impose provisions for special assessments and use restrictions consistent with those contained in this Declaration.

Section 8. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws and Declaration of Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

EXECUTED this the 28th day of OCTOBER, 1998.

DECLARANT:

GLEN LAUREL, L.L.C.
a Texas Limited Liability Company

By: W.E. Dalton

Printed Name: W.E. DALTON SR

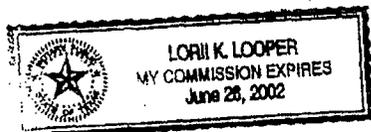
Title: PRESIDENT

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 28th day of October, 1998, by W.E. DALTON, SR, President of Glen Laurel, L.L.C., a Texas limited liability company, on behalf of said company.



Lori K. Looper
Notary Public in and for the State of Texas

LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR GLEN LAUREL

First Continental Investment Co., Ltd., a Texas Limited Partnership ("First Continental"), the owner and holder of that certain promissory note dated June 17, 1998 in the original principal amount of \$4,600,000, executed by Glen Laurel, LLC., a Texas limited liability company, payable to the order of the undersigned, secured by a deed of trust lien on the Property as evidenced by deed of trust instrument filed under Fort Bend County Clerk's File No.9847776 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, hereby executes this instrument to subordinate the lien of such deed of trust to the foregoing Declaration of Covenants, Conditions and Restrictions for Glen Laurel.

EXECUTED the 28th day of October, 1998.

FIRST CONTINENTAL INVESTMENT CO., LTD.

BY: FCC MANAGEMENT INVESTMENT CO., LLC,
ITS GENERAL PARTNER

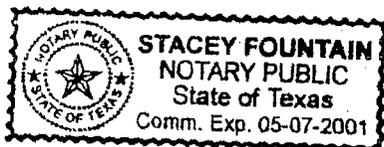
By: John M. Bonner
John M. Bonner, Manager

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28 day of October, 1998, by John M. Bonner, Manager of FCC Management Investment Co., a Texas limited liability company, on behalf of said company.



Stacey Fountain

Notary Public in and for the State of Texas

Returns

GLEN LAUREL, LLC
1001 WEST LOOP SOUTH, STE 100
HOUSTON, TX 77027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

11-12-98 09:24 AM 989229B
6S \$45.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS