

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MEADOWLAND, SECTION 2

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Declaration is made on the date hereinafter set forth by LELL DEVELOPMENT CO., a Texas corporation, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Meadowland, Section 2, a subdivision of Brazoria County, Texas, according to the map or plat thereof recorded in Plat Book 17, Page 77 of the Plat Records of Brazoria County Texas; and,

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end, to subject the Lots therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and the owners thereof;

NOW THEREFORE, Declarant hereby declares that the above described Lots are held, and shall hereafter be conveyed subject to the covenants, conditions and restrictions as hereinafter set forth. These covenants, conditions and restrictions shall run with said Lots and shall be binding upon all parties having or acquiring any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Declarant" shall refer to Lell Development Co., their respective successors and assigns.

Section 2. "Subdivision" shall refer to Meadowland, Section 2, as set forth in the map or plat thereof recorded in Plat Book 17, Page 77 of the Plat Records of Brazoria County, Texas.

Section 3. "Subdivision Plat" shall refer to the recorded map or plat of the Subdivision.

Section 4. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plat.

Section 5. "Lot" shall refer to any of the numbered lots shown on the Subdivision Plat.

Section 6. "Corner Lot" shall refer to a Lot which abuts on more than one Street.

Section 7. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.

Section 8. "Association" shall refer to the Meadowland Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 9. "Member" shall refer to every person or entity which holds a membership in the Association.

Section 10. "Community Properties" shall refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.

Section 11. "FHA" shall refer to the Federal Housing Administration.

Section 12. "VA" shall refer to the Veterans Administration.

Section 13. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation, Purpose And Duties. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Wayne J. Lell, all of Galveston County, Texas, each of whom shall serve until his successor is appointed. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the covenants herein. The duties and powers of the Committee, their successors and the designated representatives as provided for hereinbelow shall cease on the earlier of ten (10) years from the date of this instrument, or the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the board of Directors of the Association. If at any time there is more than one Member of the Committee, a majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining Members of the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or her predecessor. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. In the event of the death or

resignation of the sole Committee Member, a successor shall be designated by the Declarant, its successors or assigns.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee.

Section 2. Powers of the Committee. No building or other improvements shall be constructed in the Subdivision, and no exterior alteration thereof shall be made until the site plan, the schematic plan for landscaping and lighting, and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography and as to quality of workmanship and materials. In the event the Committee fails to approve or disapprove the site plan and schematic plan within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of final working plans and specifications shall be waived.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision.

No construction of a building, structure, fence, wall, or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. In the event the Committee fails to specifically approve or disapprove a contractor within thirty (30) days after the contractor's name is submitted to it, approval thereof shall be deemed to have been given.

If the exterior of any residence is in need of repair or maintenance, the Committee may notify the Owner thereof in writing of the need of such repairs or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said date, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made and reasonable attorney's fees if referred to an attorney for collection.

ARTICLE III. MEADOWLAND PROPERTY OWNERS ASSOCIATION, INC.

Section 1. Organization. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance charge funds, enforcement of the Restrictions, providing for the Maintenance, preservation and architectural control within the Subdivision, the general overall supervision of all of the affairs and well-being of the Subdivision and the promotion of the health, safety, and welfare of the residents within the Subdivision.

Section 2. Board of Directors. The Association shall act through a Board of not less than three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association

Section 3. Membership. Every Owner of a Lot shall be a member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot.

Section 4. Voting. The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one vote to be cast with respect to that particular Lot.
- (b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to four (4) 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: (i) When the Declarant owns no more than 25% of the Lots, or (ii) on January 1, 1999. However, if Class B membership has automatically converted to one vote per Lot owned, it shall automatically revert to four votes per Lot owned in the event additional Lots are subjected to the jurisdiction of the Association such that the Declarant owns more than twenty-five percent (25%) of all Lots. Such reinstated Class B membership shall terminate under the terms above.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of The Lien And Personal Obligation For Assessments. The Declarant, for each Lot within the Subdivision which shall be or thereafter become subject to the assessments, provision for which is hereinafter made, hereby covenants, and each Owner of any Lot which shall

be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments, accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen and watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis And Maximum Level of Annual Assessments. Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$100.00 per Lot. From and after the

first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wages Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula the above-mentioned percentage increase only by written approval of two-thirds (2/3rds) of each class of Members in the Association. In lieu of notice and a meeting of Members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the required written approval of the Owners for such increase in the annual assessment of the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Brazoria County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members.

→ Section 4. Special Assessments For Capital Improvements. 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 a construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3rds) of each class of Members in the Association.

Section 5. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

Section 6. Date of Commencement And Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the

assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as to the date of its issuance.

* Section 7. Effect of Nonpayment of Assessments: Remedies of The Association. All assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien here retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by such Owner's 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 and charges as a debt and to enforce the Vendor's 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 Vendor's Lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

Section 10. Collection by Mortgagee. No holder of a lien or mortgage on a Lot shall be required to collect assessments thereon, and failure of an Owner to pay assessments does not constitute a default under the terms of any FHA or VA insured mortgage unless otherwise provided in the mortgage documents.

ARTICLE V. PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

Section 1. Owner's Easement For Access And Enjoyment. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the Member (not including the Declarant). In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities to a reasonably wider public until the mortgage debt owned to such lender, or the purchase price paid by the foreclosure purchaser, interest thereon at the rate of ten percent (10%) per annum, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two thirds (2/3rds) of each class of Members provided, however, this provision shall not be construed to limit the right of the Association to grant or dedicate public or private utility easements in portions of the Community Properties.

- (f) The Association shall have the right, but not the obligation, to contract, on behalf of all Lots, for garbage and rubbish pickup and to charge the Owner of each Lot for the Owner's pro rata share to be determined by dividing the number of Lots being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend the Owner's rights and easements of enjoyment to the Community Properties to the members of his or her family, to his or her tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

ARTICLE VI. USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes or apartment houses.

Section 2. Animals And Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any business purposes. The number of dogs and cats kept on any Lot shall be limited to a maximum of two of each.

* Section 3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision.

* Section 4. Storage And Repair of Vehicles. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused or inoperable automobiles shall be parked or kept in the Street in front of, or side of any Lot or on any Lot, unless such vehicle is stored within a garage. No Owner of any Lot in the Subdivision or any visitor or 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. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

Section 5. Permitted Hours For Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association,

outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

* Section 6. Disposal of Trash. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from the Owner's Lot at regular intervals at the Owner's expense.

* Section 7. Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Street paving.

Section 8. Mineral Production. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of the Subdivision for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. Only one detached single family residence of not more than two stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) or three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. Living Area Requirements. The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than 950 square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open

porches and garages, shall contain not less than 700 square feet, and the total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages, shall contain not less than 1,200 square feet.

Section 3. Location of Residence on Lot. Unless otherwise approved by the Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a street (front lot line). Residences on Corner Lots shall have a presentable frontage on each Street on which they face. Each attached or detached garage shall, unless otherwise directed or permitted by the Committee, face either upon the front lot line or upon a line drawn perpendicular to the front lot line. Upon approval of the Committee, any detached garage located more than sixty-five (65) feet from the front lot line shall not be required to face upon said lot line. Driveway access will be provided from the front lot line only, except for Corner Lots which may have driveway access from a side Street. No residence shall be located on any Lot nearer to the front lot line or nearer to the side Street line than the minimum setback lines shown on the Subdivision Plat. No residence shall be located on any utility easement. However a residence or appurtenance thereto may be located not less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven (7) feet to the same interior lot line. Otherwise, no residence shall be located nearer than five (5) feet to an interior lot line. It is the intent of this provision to maintain at least a ten (10) foot separation between residences on contiguous Lots, while also allowing residences to be built as close as three (3) feet to an interior lot line. A garage located more than sixty-five (65) feet from the front lot line may be located no nearer than three (3) feet from any interior lot line. No accessory building, having first been determined to be permitted by and acceptable to the Committee, shall be erected on any Lot nearer than sixty-five (65) feet to the front lot line, nor nearer than three (3) feet to either side lot line nor within any utility easement. For the purposes of this covenant, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

Section 4. Type of Construction. Unless otherwise approved by the Committee, at least fifty-one percent (51%) of the exterior wall area of all residences (excluding detached garages), excluding gables, windows, and door openings, must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 5. Temporary Buildings. Temporary buildings or structures shall not be permitted on any Lot. 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 in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 6. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at the Owner's expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at the Builder's expense any damage to the Street occasioned by connecting the driveway thereto.

Section 7. Roof Material. Roofs of all residences shall be constructed so that the exposed material is a 20-year warrantied composition shingle of a woodtone color, unless otherwise approved by the Committee.

Section 8. Fences. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a Street is prohibited.

Section 9. Grass, Shrubbery And Fencing. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of the Owner's residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

Section 10. Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 11. Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within the triangular area formed by the two (2) lot lines abutting the Street and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area

formed by the lot line abutting a Street, the edge line of any driveway or alley pavement a line connecting them at points ten (10) feet from their intersection.

Section 12. Exterior Antennae. No radio or television wires or antennae of any type, size or description shall be placed on any Lot other than inside a residential structure or garage.

Section 13. FHA Screening Fences. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 14. Sidewalks. No public sidewalk shall be constructed on a Lot.

Section 15. Minimum Lot Size in Relation to Residence. No residence shall be erected on any Lot or combination of Lots having a lot width at the front of the Lot less than the shortest lot width at the front of any Lot as shown on the Subdivision Plat; and no residence shall be erected on any Lot or combination of Lots having a lot area less than 6,000 square feet

Section 16. Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 17. Disposal Units. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

Section 18. Air Conditioners. No window or wall type air conditioners visible from any Street shall be permitted.

Section 19. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

* Section 20. Enforcement of Exterior Maintenance. In the event of 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, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents

and employees, to enter any residence or improvements located upon such Lot. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or maintenance and other work authorized herein.

ARTICLE VIII. EASEMENTS

Declarant reserves the right to make changes in and additions to the easements as shown in the Subdivision Plat for the purpose of more efficiently and economically installing the utility lines and other improvements, but such changes and additions must be for the general benefit of the Subdivision and the Owners and must be reserved and created in favor of any and all utility companies for the purposes hereinabove set forth. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by Declarant, utility company, authorized political subdivision, or their assigns, agents, employees, or servants.

ARTICLE IX. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X. GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate the Covenants herein, in whole or in part.

Section 2. Severability. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 3. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 4. Titles. The titles of this Declaration of the Articles and Paragraphs contain herein are for convenience only and shall not be used to construe, interpret, or limit the meaning any term or provision contained in this Declaration.

Section 5. Replatting. Declarant shall have the right, but shall never be obligated, resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

Section 6. Amendment. Subject to the provisions of ARTICLE XI, this Declaration may be amended by an instrument executed by two-thirds (2/3rds) of the Owners.

ARTICLE XI. ANNEXATION

Additional property may be annexed into the jurisdiction of the Association by recording restrictions upon the consent of two-thirds (2/3rds) of each class of Members of the Association, provided, however, that upon submission to and approval by the FHA or the VA of a general plat, such additional stages of development may be annexed by Declarant without such approval by the Membership. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis. As long as there is a Class "B" membership, the annexation of additional properties, the dedication of Community Properties, if any, to the Association, the mortgaging of such Community Properties, and the amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the FHA or the VA.

Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated Association or alternatively, the properties, rights and obligations of another Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other Association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except upon approval of two-thirds (2/3rds) of each class of Members of the Association.

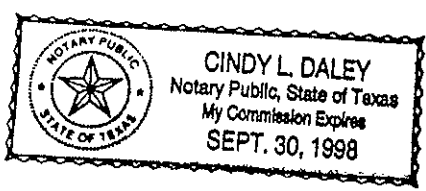
IN WITNESS WHEREOF, this Declaration is executed this 18 day of Oct, 1995.

DECLARANT:
LELL DEVELOPMENT CO.

By: Wayne J. Lell
WAYNE J. LELL, President

The State of Texas §
County of Harris §

This instrument was acknowledged before me on the 18th day of October, 1995, by WAYNE J. LELL, President of LELL DEVELOPMENT CO., a Texas corporation, in said capacity and on behalf of said corporation,



Cindy L. Daley
Notary Public, State of Texas

✓
After recording, return to:
Billy R. Smith, P.C.
Attorney At Law
1331 Gemini, Ste. 200
Houston, TX 77058-0784

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD
95 OCT 20 PM 2:08

Dolly Bailey
COUNTY CLERK
501 W. 12th St., Brazoria, TX 77603

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MEADOWLAND, SECTION 2**

The State of Texas §

County of Brazoria §

This Amendment is made to the Declaration of Covenants, Conditions and Restrictions Meadowland, Section 2 (the "Declaration"), dated October 18, 1995 and recorded under Clerk's File No. 95-034811, Real Property Records, Brazoria County, Texas.

WHEREAS, LELL DEVELOPMENT CO., a Texas Corporation ("Lell"), is the owner of more than two-thirds (2/3rds) of the Lots in that certain subdivision known as Meadowland, Section 2, a subdivision of Brazoria County, Texas, according to the map or plat thereof recorded in Plat Book 17, Page 77 of the Plat Records of Brazoria County Texas; and,

WHEREAS, it is the desire of Lell to amend the Declaration as hereinafter set forth;

NOW THEREFORE, the Declaration is hereby amended as follows:

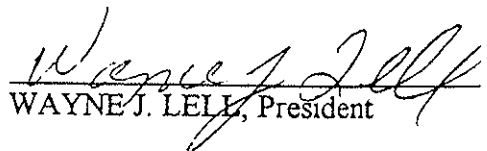
The following is added to Article VII, Section 3: "Garages may be constructed to accommodate one, two or a maximum of three vehicles."

The following is added to Article VII, Section 6: "A driveway must be a minimum of ten feet (10') in width at its narrowest point."

Except as hereinabove amended, the Declaration is hereby ratified and continued as written.

This Amendment is executed this _____ day of November, 1995.

LELL DEVELOPMENT CO.

By: 
WAYNE J. LELL, President

The State of Texas §

County of Galveston §

This instrument was acknowledged before me on the 16th day of November, 1995, by WAYNE J. LELL, President of LELL DEVELOPMENT CO., a Texas corporation, in said capacity and on behalf of said corporation,



Susan Ralph
Notary Public, State of Texas

RETURN TO:

Deby R. Smith, P.C.
Attorney At Law
1331 Gemini, Ste. 200
Houston, TX 77058-6784