

Macnaughton & Co., Tr., et al

COMPARED

DEED VOL 536 PAGE 537

To: Restrictions

Quail Valley Cottages

THE STATE OF TEXAS

X

188564

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

X

WHEREAS, Farm and Home Savings Association, Nevada, Missouri, acting through MacNaughton & Co., Trustee, Agent and Attorney-in-Fact, is the owner of all of the building lots, as hereinafter defined, in that certain Subdivision known as Quail Valley Cottages, an addition in Fort Bend County, Texas, according to the plat thereof filed for record in the Map Records of the County Clerk of Fort Bend County, Texas, in Volume 7, Page 11, of said Map Records; and

WHEREAS, it is the desire of MacNaughton & Co., Trustee to place restrictions, covenants, conditions, stipulations, reservations and easements upon and against such property comprising said Quail Valley Cottages in order to create and carry out a uniform plan for the improvement, development and sale of the building lots, for the benefit of the present and future owners of said property.

NOW, THEREFORE, the covenants, conditions, restrictions and easements hereinafter set out shall be, and the same are, made applicable to Quail Valley Cottages, an addition in Fort Bend County, Texas, the plat of which was filed in the Map Records of the County Clerk of Fort Bend County, Texas, in Volume 7, Page 11, of said Map Records. The covenants, conditions, restrictions, and easements shall apply uniformly in the use, occupancy and conveyance of all building lots and each contract or deed which may be executed with regard to any of such property in Quail Valley Cottages shall be conclusively held to have been executed, delivered and accepted subject to the following covenants, conditions, restrictions, and easements as though set out in full or by reference in said contract or deed:

1. Building Lots as the term is used in these restrictions means lots one (1) through twenty-eight (28); thirty (30) through thirty-four (34); and thirty-six (36) through thirty-seven (37) as indicated by number on the map of Quail Valley Cottages, recorded in Volume 7, Page 11 of the Map Records of Fort Bend County, Texas.

2. Common Property as the term is used in these restrictions means lots twenty-nine (29), thirty-five (35), and thirty-eight (38), and all property described in the recorded plat of Quail Valley Cottages, other than

the property specifically designated as Building Lots One (1) through Twenty-Eight (28); Thirty (30) through Thirty-Four (34); and Thirty-Six (36) through Thirty Seven (37) on said plat.

3. The common property shall be improved, maintained and used in accordance with the following terms and conditions:

a.) That portion of the common property designated on said recorded plat as private streets shall be improved, maintained and used solely as private streets for the building lot owners and their guests, invitees and licensees. Quail Valley Fund, Inc., shall have full control and discretion with respect to the details of such improvements.

b.) That portion of the common property not designated on the recorded plat as private streets, specifically lots numbered Twenty-Nine (29), Thirty-Five (35), and Thirty-Eight (38) shall be improved, maintained and used solely for the building lot owners, their guests, invitees and licensees as guest parking, private landscaped areas with trees, shrubs, walks and plantings, and the like harmonious and consistent with an open and accessible area. Quail Valley Fund, Inc., shall have full control and discretion with the details and location of such items, as well as the improving and maintaining of same.

4. Quail Valley Fund, Inc., shall perform all functions necessary for the proper maintenance, upkeep and repair of the common property and all improvements, fixtures and equipment thereon, including without limitation repairs and replacements of the improvements, fixtures and equipment, cleaning of the premises and payment of all ad valorem taxes and assessments levied or imposed against the common property.

5. No building lot, except lot number twenty-six (26), shall be used for any purpose except residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude all uses other than residential housing which may be by the day, week, month or permanent home use. For a period of not more than ten years from date, lot number twenty-six (26) and improvements built thereon may be used as a sales office to promote and sell all present and future sections of Quail Valley, however named.

6. No residence or other improvement shall be erected, placed or altered on any building lot until the construction plans, specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee, composed of three (3) members. The names and addresses of the initial Architectural Control Committee are as follows:

<u>Name</u>	<u>Address</u>
J. H. MacNaughton	P. O. Box 45, Addicks, Texas 77410
Jack B. Miller	P. O. Box 445, Missouri City, Texas, 77459
Thomas H. Overstreet	#3 Inwood Oaks, Houston, Texas 77024

A majority of the Committee may designate a representative to act for it, and approval of plans and specifications for the erection or alteration of improvements, or any other approval which is required by these restrictions, shall be considered to have been given by the Architectural Control Committee when two members of the Committee have given their written approval to such plans and specifications or other matters requiring Committee approval. In the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor. Neither the members of the initial Architectural Control Committee, nor their successors, shall be entitled to any compensation for services performed pursuant to this covenant.

7. Each building lot owner, when he constructs a residence upon any building lot, shall be required to construct at his sole cost and expense driveways and parking spaces on such lot of a type and quality approved by the Architectural Control Committee. The building lot owner shall construct two parking spaces on said lot as restricted for the sole use of said owner and his guests. All other parking spaces shall be available for use by other lot owners and their guests, and an express easement in favor of such other lot owners is hereby created for such purposes.

8. Each building lot acquired by individual or corporate owners for use as a residence shall be subject to an annual maintenance charge at the rate of \$180.00 per lot to be known as "maintenance fund", which said charge shall be payable to Quail Valley Fund, Inc., by each such building lot owner commencing on the date the deed to the building lot owner is recorded, the first such payment to be pro-rated for the amount of the annual charge due for the balance of the calendar year in which such lot is acquired, and payment of subsequent years' maintenance fund charge shall be payable in advance on or before the first day of January of each succeeding year. To secure the payment of such maintenance charge, a lien is hereby created (which may be foreclosed in the same manner as a mortgage lien) against the building

lot and improvements thereon in favor of Quail Valley Fund, Inc., and any successor thereto to which the common area may be conveyed, such lien being expressly subordinate and inferior to any mortgage or deed of trust on said lot securing the payment of a construction or purchase money loan. Such maintenance charge may be adjusted by Quail Valley Fund, Inc., over and above \$180.00 per building lot per year as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$240.00 nor reduced below \$180.00 per building lot unless approval of such increase or decrease is first given in writing by seventy-five (75%) percent of the building lot owners to which the charge is applicable, provided, however, that in no event shall the aggregate of such annual charges be reduced below the amount required to pay for maintenance of the private streets and payment of ad valorem taxes on the common area. Quail Valley Fund, Inc., shall apply the total fund arising from such charge, first to the payment of ad valorem taxes and other assessments levied or imposed against the common property and maintenance of the private streets shown on said plat, and secondly, to the extent funds are available, for the following additional purposes: for the upkeep, repair and maintenance of all other common property and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment; to provide for the landscaping of the common property necessary to provide a uniform scheme of landscaping for the whole subdivision; for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the above maintenance charge applies; for the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; for the collection of trash or garbage; for employing policemen and watchmen; for caring for vacant building lots, and doing any other thing necessary or desirable in the opinion of the officers and directors of Quail Valley Fund, Inc., to keep the property in the subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the building lots, it being understood that the judgment of the officers and directors of Quail Valley Fund, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

9. No obnoxious or offensive activity shall be permitted upon any building lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other outbuilding shall be used on any building lot at any time as a residence, either temporarily or permanently.

11. No signs of any kind shall be displayed to the public view on any building lot unless and until such sign shall have been approved by the Architectural Control Committee.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building lot nor shall any wells, tanks, tunnels, mineral excavations be permitted upon or in any building lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.

13. No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any building lot; except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building lot in the subdivision or on the common property.

14. No building lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Architectural Control Committee.

15. Without prior approval by the Architectural Control Committee, no building material of any kind or character shall be placed or stored upon any building lot until the owner is ready to commence improvements, and then such materials shall be placed within the property line of the building lot upon which the improvements are to be erected, and shall not be placed in the street or other common property.

16. Grass, weeds and vegetation on each building lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from building lots. Until a residence is built on a building lot,

Quail Valley Fund, Inc. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property.

17. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building lot.

18. Each residence on each lot shall contain not less than fourteen hundred (1400) square feet of living area exclusive of porches, screened or otherwise, atriiums or patios. Unless specifically approved inwriting by the Architectural Control Committee, no building shall be located on any building lot nearer than five (5) feet to a side lot line to the effect that there shall always be a minimum of ten (10) feet between the side walls of structures placed on adjoining lots. Structures may be placed to the front and rear of lot lines without set back subject to the on-lot parking requirements set forth in article seven (7) hereof.

19. There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to Quail Valley Fund, Inc., its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved or thereafter approved by MacNaughton & Co., Trustee, Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, MacNaughton & Co., Trustee, shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easement on said premises.

Underground Electrical Service:

(a) Underground single phase electric service shall be available to 36 residential homes on the aforesaid 36 lots and to the improvements to be constructed on the common area, and the metering equipment shall be located at a point to be designated by the utility company.

(b) For so long as such underground service is maintained, the electric service to each home and the recreation building shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

(c) Easements for the underground service may be crossed by driveways and walkways provided the declarant or builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

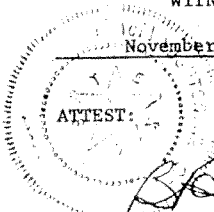
20. These restrictions and the maintenance charge shall remain effective perpetually. The agreements and covenants herein contained having to do with the common property and all other covenants shall be considered and construed as covenants running with the land and shall be binding upon MacNaughton & Co., Trustee, Quail Valley Fund, Inc., their heirs, successors and assigns, and shall inure to the benefit of the owners of the building lots, their mortgagees or beneficiaries of deeds of trust or lessees of any part of the building lots and their respective successors and assigns, who shall be privileged hereunder to enforce the uses hereinabove specified and the covenants herein contained.

21. Violations of any restrictions, condition or covenant herein shall give MacNaughton & Co., Trustee, or Quail Valley Fund, Inc., and their respective assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the building lot owner, and such entry and abatement or removal shall not be deemed a trespass.

22. Enforcement of the restrictions, covenants and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall not, in any wise, affect any of the other provisions which shall remain in full force and effect.

23. Any violation of the covenants, conditions, restrictions, or easements contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building lot at the time that the easement, restrictions, reservation or covenant may be violated.

WITNESS OUR HANDS at Houston, Texas, on this the 25th day of November, 1970.

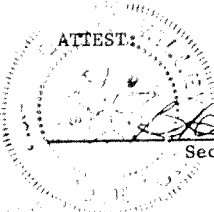


ATTEST:

*B. Schugel*  
Secretary

MACNAUGHTON & CO., TRUSTEE

*J. H. MacNaughton*



ATTEST:

*B. Schugel*  
Secretary

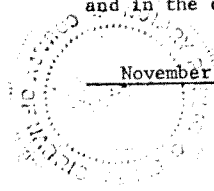
QUAIL VALLEY FUND, INC.

*J. H. MacNaughton*  
President

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of MacNaughton & Co., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of November, 1970.

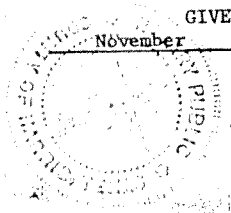


*Therna Conner*  
Notary Public, Harris County, Texas

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared J. H. MacNaughton, President of Quail Valley Fund, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of November, 1970.



*Therna Conner*  
Notary Public, Harris County, Texas

FILED FOR RECORD  
AT 11:15 O'CLOCK A.M.  
DEC - 4 1970

*Ella Macek*  
County Clerk, Fort Bend, Co., Tex.-8-

Duly Recorded this the 8 day of December A.D. 1970 at 4:30 O'Clock P.M.  
By *Betty Engelhardt* Deputy Ella Macek, County Clerk  
Fort Bend County, Texas