

1968 -- **TEALBRIAR**

1230000 52 COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF
TEALBRIAR
Deed Restrictions

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

02/07/83 00354720 H980626 \$ 51.0

THIS DECLARATION, made on the date hereinafter set forth by SLOCO, INC., a Texas corporation, (hereinafter referred to as "Declarant"), acting herein by and through its hereunto duly authorized officers.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract of land situated in Fort Bend County, Texas, which has been platted and is more particularly described as:

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- Lots 1 through 29, both inclusive in Block 1;
- Lots 1 through 66, both inclusive in Block 2;
- Lots 1 through 31, both inclusive in Block 3;
- Lots 1 through 5, both inclusive in Block 4.

All of said lots being a part of Tealbriar, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded on Slide Numbers 582 A, 582 B, 583 A of the Map Records of Fort Bend County, Texas.

fee

Return to:

Marilyn Jones
First General Realty Company
P. O. Box 1413
Houston, Texas 77251-1413

and Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the DOVER COMMUNITY ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DOVER COMMUNITY ASSOCIATION, INC., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. "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 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of property designated hereon as "Reserves" or "Common Area", if any.

Section 5. "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 6. "Declarant" shall mean and refer to not only SLOCO, INC. but also to such of their successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented.

This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until 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 Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be H. Tyler Johnston, Richard G. Carlson, and James R. Moore. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the 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. Declarant hereby retains its rights to assign

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the duties, powers and responsibilities of the Architectural Control Committee to Dover Community Association, Inc. when one hundred percent (100%) of all Lots in Tealbriar, and all subsequent sections of Tealbriar are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Paragraph 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgement and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and

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description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted it being

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the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

Section 3. Minimum Square Footage Within Improvements.

The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than two thousand (2,000) square feet for one-story dwellings. The total living area for a multi-story dwelling shall be not less than two thousand four hundred (2,400) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgement such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular lot involved.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall be not less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved by the Architectural Control Committee.

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 street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line.

Section 6. Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into single-family residence building sites, with the privilege of placing or constructing improvements on such sites, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved in writing, by the Architectural Control Committee.

Section 7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. 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 improvements of the owner located on the land within or affected by said easements.

Section 8. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may or become an annoyance or nuisance to the neighborhood.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, easement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 10. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailer, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 11. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. 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 and provided that no more than three (3) of each type animal is kept.

Section 13. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge 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, fence or hedge thereafter.

Section 14. Visual Obstruction At the Intersection

of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut 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. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

RECORDER'S MEMORANDUM:

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Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lots is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant, or its assigns, may maintain, as long as it owns property in Tealbriar, or upon such portion of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Tealbriar, to use residential structures, garages or accessory buildings

for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and sale period within the area composed of Tealbriar.

Section 18. Roofing Material. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

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Section 20. Underground Electric Service. An underground electric distribution system will be installed in that part of Tealbriar, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Tealbriar. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connection at said point of attachment and at the meter. In addition the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and sepcifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

RECORDER'S MEMORANDUM:

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ARTICLE III

DOVER COMMUNITY ASSOCIATION, INC.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. 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. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The 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) on January 1, 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, 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) annual assessments of charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interests, 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. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Dover Community Association, Inc. without recourse on Declarant in any manner for the payment of said charge and indebtedness.

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 Properties.

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Section 3. Maximum Annual Assessment. On January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred and Seventy Two Dollars (\$172.00 per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to any amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

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 any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto provided that any such

assessment shall have the assent of two-thirds (2/3rds) 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 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) 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 requirement, 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 to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in Tealbriar, shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Tealbriar, owned by Declarant are not exempt from assessemnt. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Improved Lots in Tealbriar which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall at the rate of one-half (1/2) of the annual assessment above. The rate of assessemnt for an individual Lot, within a calendar year,

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can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments;

Due Dates. The annual assessments provided for herein shall commence as to all Lots in Tealbriar, on the first day of July, 1983. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. 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. The payment dates shall be established by the Board of Directors. 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 judgement has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the maximum rate allowed by law. 18 1/2%
The Association may bring action at law against the

Owner personally obligated to pay the assessment, or fore-
close the lien against the Lot involved. No Owner may waive
or otherwise escape liability for the assessments provided
for herein by non use of the Common Area, if any, or aban-
donment of his lot.

Section 9. 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 fore-
closure (whether by exercise of power of sale or otherwise)
or any proceeding 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; but such lien shall
exist as, and constitute, a separate and distinct charge and
lien on each Lot.

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 Associa-
tion 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.

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Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, 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 situated upon the Common Area, if any.

(b) The right of the Association to suspend the voting rights, and right to use of the recreational facility, if any, 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 or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Fort Bend County, Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Dover Community Association, Inc., his right of enjoyment to the Common Area, if any, and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) 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 during the first twenty (20) year period by an instrument signed by those Owners owning not less than ninety percent (90%) of the Lots within Tealbriar, and thereafter by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within Tealbriar. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Record of Real Property of Fort Bend County, Texas.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of membership, however, upon submission and approval by the Federal Housing Administration or the Veterans Administration of a general plan of the entire development and approval of each stage of development, such additional stages of development may be annexed by the Dover Community Association, Inc. Board of Directors without such approval by the membership.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of subsequent sections and amendment of this Declaration of Covenants, Conditions and Restrictions.

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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 of the Association, and Restrictive 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.

Section 9. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 10. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 11. Joinder by Community Association. Dover Community Association, Inc. joins herein for the purposes of evidencing its approval and acceptance hereof.

DECLARANT:

SLOCO, INC.

BY: FIRST GENERAL REALTY COMPANY,
a division of FIRST MORTGAGE
COMPANY OF TEXAS, INC.,
ATTORNEY-IN-FACT FOR SLOCO, INC.

BY: [Signature]
(Name) H. F. Scheraga
(Capacity) Attorney

AND BY:

BY: [Signature]
(Name) James Wilson
(Capacity) President

(2)
1 or

1238 75

ATTEST:

DOVER COMMUNITY ASSOCIATION, INC.

Conrad J. ...
(Name) Secretary
(Capacity)

BY: H.F. Schreber
(Name) H.F. Schreber
(Capacity) President

THE STATE OF TEXAS |
|
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared H.F. Schreber, President of FIRST GENERAL REALTY COMPANY, a division of FIRST MORTGAGE COMPANY OF TEXAS, INC., Attorney-in-fact for SLOCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of June, 1983.

Marilyn P. Jones
Notary Public in and for
The State of Texas

MARILYN P. JONES
Notary Public, State of Texas
My Commission Expires 7/3/85



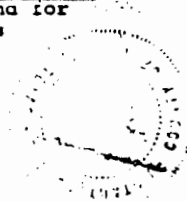
THE STATE OF TEXAS |
|
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Walter ..., Assistant Vice President of FIRST GENERAL REALTY COMPANY, a division of FIRST MORTGAGE COMPANY OF TEXAS, INC., Attorney-in-fact for SLOCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of June, 1983.

Marilyn P. Jones
Notary Public in and for
The State of Texas

MARILYN P. JONES
Notary Public, State of Texas
My Commission Expires 7/3/85



1238-76
THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared H. Tyler Johnston, President, of DOVER COMMUNITY ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of June, 1983.

Marilyn P. Jones
Notary Public in and for
The State of Texas

MARILYN P. JONES
Notary Public, State of Texas
My Commission Expires 7/3/83



STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in the Public Records on the date and at the hour indicated herein and was duly RECORDED in the Official Public Records of said County of Harris County, Texas on

JUN 7 1983



Paula Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
JUN 7 12 12 PM 1983
Paula Robinson
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED

OFFICIAL RECEIPTS

1238 77

'83 JUL -7 P3:56

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that the instrument was filed on the
date and time shown hereon by me and was duly received
in the county and state of the public records of Fort Bend
County, Texas as shown hereon by me on



JUL 8 1983

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

8807032

71⁰

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TEALBRIAR**

THE STATE OF TEXAS X

COUNTY OF FORT BEND X(

WHEREAS, that certain subdivision known as TEALBRIAR, (the "Subdivision") was platted of record in the office of the County Clerk of Fort Bend County, Texas, on Slide Numbers 582-A, 582-B and 583-A of the Map Records of Fort Bend County, Texas; and

WHEREAS, by instrument entitled Declaration of Covenants, Conditions and Restrictions (the "Restrictions"), dated June 7, 1983, executed by SLOCO, Inc., a corporation, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File No. 33048 at Volume 1238, Page 52, and additionally recored in the Deed Records of Harris County, Texas, under County Clerks File No. H980686, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots (described below) in Tealbriar for the benefit of present and future owners of said lots, to wit:

**Lots 1 through 29, both inclusive in Block 1
Lots 1 through 66, both inclusive in Block 2
Lots 1 through 31, both inclusive in Block 3
Lots 1 through 5, both inclusive in block 4**

WHEREAS, the Restrictions provide that the Dover Community Association, Inc., its successors and assigns, shall collect and disburse the maintenance assessment and perform such other and further functions as therein described; and

WHEREAS, said Association acts on behalf of another subdivision and in the opinion of the undersigned, a conflict exist such that the best interest of the Lot Owners in the Subdivision would be served by forming a successor corporation and have the succesor corporation assume the responsibilities and liabilities of the Dover Community Association, Inc. as concerns only the lots in Tealbriar; and

WHEREAS, the undersigned have caused to be formed a new corporation, TEALBRIAR COMMUNITY ASSOCIATION, INC., to act as successor to the Dover Community Association, Inc. and now desires to amend the Restrictions to provide for such successor corporation to assume the responsibilities and liabilities of the Dover Community Association, Inc.; and

WHEREAS, pursuant to said Restrictions, same may be amended during the first twenty (20) year period by an instrument signed by the Owners owning not less than ninety percent (90%) of the Lots within the Subdivision; and

WHEREAS, there is no longer any "class B voting membership" in the Subdivision such as to require prior approval of the Veteran's Administration or the Federal Housing Authority to the amendment of the Restrictions.

NOW, THEREFORE, the undersigned, the record owners of the fee simple title to lots located in the Subdivision as described below their signature and constituting the Owners of more than ninety percent (90%) of the Lots situated in the Subdivision, do hereby amend the Restrictions filed in the Official Records of Fort Bend County, Texas, under County Clerk's File No. 33048 at Volume 1238, Page 52, and additionally filed in the Deed Records of Harris County, Texas, under County Clerk's File No. H980686, as follows:

1. Any reference in the Restrictions to the "Dover Community Association, Inc." shall henceforth be deemed to mean and refer to "TEALBRIAR COMMUNITY ASSOCIATION, INC."; and

2. Any reference in the Restrictions to the "Bylaws" or "Articles of Incorporation", shall henceforth be deemed to mean and refer to the Bylaws and Articles of Incorporation of the TEALBRIAR COMMUNITY ASSOCIATION, INC.; and

3. In all other respects the Restrictions are hereby ratified, affirmed and approved.

WITNESS OUR HANDS on the date opposite the signatures following.

DATE: 11-21-87

Alan L. Shelhamer
(Print Name) ALAN L. SHELHAMER

DATE: 11-21-87

Judie Shelhamer
(Print Name) Judie Shelhamer

Address: 9715 Queensbridge

Sugar Land, Texas 77478

DATE: _____

(Print Name) _____

DATE: _____

(Print Name) _____

Address: _____

STATE OF TEXAS X

COUNTY OF FORT BEND X

BEFORE ME, the undersigned authority, on this day personally appeared Alan & Shellinger, Julie Shelkover, known to me to be the person(s) whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of November, 1987.

Renee Falls

Notary Public for the
State of Texas

RENEE FALLS
Notary Public, State of Texas
My Commission Expires February 6, 1989
Bonded by Lovett Agency, Lawyers Surety Corp.



8818747

DEANNEXATION AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

WHEREAS, that certain subdivision known as Dover, Section One, (formerly known as Kingsbridge, Section Three), was originally platted of record in the office of the County Clerk of Fort Bend County, Texas, in Volume 24, Page 16 of the Map Records of Fort Bend County, Texas and was replatted of record in the office of the County Clerk of Fort Bend County, Texas, in Volume 26, Page 13 of the Map Records of Fort Bend County, Texas; and

WHEREAS, that certain subdivision known as Tealbriar, was platted of record in the office of the County Clerk of Fort Bend County, Texas, on Slide Numbers 582-A, 582-B and 583-A of the Map Records of Fort Bend County, Texas; and

WHEREAS, by instrument entitled Amended Declaration of Covenants, Conditions and Restrictions, Dover, Section One (1) (formerly Kingsbridge, Section Three) executed on March 3, 1981, by SLOCO, INC., MONARCH HOMES, INC., and PERRY HOUSING CORPORATION, all Texas corporations, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 48779 at Volume 950, Page 184, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots in Dover for the benefit of present and future owners of said lots;

WHEREAS, by instrument entitled Declaration of Covenants, Conditions and Restrictions dated June 7, 1983, executed by SLOCO, INC., a Texas corporation and filed in the Official Records of Fort Bend County, Texas, under County Clerk's

File Number 33048 at Volume 1238, Page 52, and additionally recorded in the Deed Records of Harris County, Texas under County Clerk's File Number H980686, certain covenants, conditions and restrictions were adopted to apply uniformly to the use, occupancy and conveyance of lots in Tealbriar for the benefit of present and future owners of said lots;

WHEREAS, the above restrictions for both the Dover and Tealbriar Subdivisions provided that the Dover Community Association, Inc., its successors and assigns, shall collect and disburse maintenance assessments and perform such other and further functions as therein described; and

WHEREAS, by instrument entitled Annexation Agreement executed by SLOCO, INC., a Texas corporation and the Dover Community Association, Inc., a Texas nonprofit corporation, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 42333 at Volume 1276, Page 541, the parties thereto attempted to annex the property located within the bounds of the Tealbriar Subdivision into and subject to the jurisdiction of the Dover Community Association, Inc.; and

WHEREAS, by instrument entitled Amended Declaration of Covenants, Conditions and Restrictions, Tealbriar, dated November 21, 1987, executed by the record owners of the fee simple title to lots located in the Tealbriar Subdivision as described below their signature and constituting the owners of more than ninety percent (90%) of the lots situated in the Tealbriar Subdivision, and filed in the Official Records of Fort Bend County, Texas, under County Clerk's File Number 8807032 at Volume 2013, Page 898, the original Declaration of Covenants, Conditions and Restrictions for the Tealbriar Subdivision were amended to change

any reference in said restrictions from the "Dover Community Association, Inc.", to mean and refer to "Tealbriar Community Association, Inc." and to change any reference which is made in the amended Restrictions concerning the Bylaws or Articles of Incorporation of the Dover Community Association, Inc. to mean and refer to the Bylaws and Articles of Incorporation of the Tealbriar Community Association, Inc.; and

WHEREAS, the record owners of the fee simple title to lots located in the Tealbriar Subdivision caused to be formed a new corporation known as the Tealbriar Community Association, Inc., to act as the homeowner's association for the Tealbriar Subdivision; and

WHEREAS, it is the desire of the Dover Community Association, Inc., and the Tealbriar Community Association, Inc., to deannex that certain subdivision known as Tealbriar from the jurisdiction of the Dover Community Association, Inc., and subject that certain subdivision known as Tealbriar to the sole jurisdiction of the Tealbriar Community Association, Inc.; and

WHEREAS, to implement the desire of the Dover Community Association, Inc. and Tealbriar Community Association, Inc., and amicably settle any and all differences that may exist as between them; it is

NOW THEREFORE, expressly understood and agreed to between the parties hereto that the Tealbriar Subdivision shall be subject to the sole jurisdiction and domain of the Tealbriar Community Association, Inc. and shall cease to be under the jurisdiction of the Dover Community Association, Inc., effective this date.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. shall be entitled to an approximate

percentage of the total assets of the Dover Community Association, Inc. that corresponds to the percentage of the total number of lots located within the Tealbriar Subdivision when compared to the combined subdivisions of Dover and Tealbriar. The Tealbriar Community Association, Inc. and the Dover Community Association, Inc. have reached a compromise and agreement concerning the approximate percentage of the total assets and in accordance with that compromise and agreement, the Dover Community Association, Inc. will convey to the Tealbriar Community Association, Inc. all its right, title and interest in and to accounts receivable attributable to those lots located within the Tealbriar Subdivision and the cash sum of \$1,500.00. Except as may further be stated herein, no other assets will be conveyed to the Tealbriar Community, Inc.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. shall assign all its right, title and interest in and to any and all maintenance assessment liens on those properties located within the Tealbriar subdivision to the Tealbriar Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. shall modify, reform or cancel those contracts for services to be rendered to the Dover Community Association, Inc. that contemplate the rendering of services directly or indirectly on the basis of those lots within the Tealbriar Subdivision, including landscaping, to reflect the discontinuance of service to those areas located within the bounds of the Tealbriar Subdivision.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. and Tealbriar Community Association, Inc.,

shall each be responsible for their respective attorney's fees incurred in bringing about the deannexation of the Tealbriar Subdivision from the jurisdiction of the Dover Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. hereby releases and extinguishes any and all obligations that the Dover Community Association, Inc. had or may have had to (i) enforce the restrictive covenants applicable to Tealbriar, Section One (1) subdivision, (ii) pay for maintenance of and utility costs for street lights located within the Tealbriar Subdivision, and (iii) pay for maintenance of entrances to the Tealbriar Subdivision. Moreover, the Dover Community Association, Inc. is hereby released from any and all obligations and duties which are or may be contained in the Articles of Incorporation of the Dover Community Association, Inc. and the Amendment(s) thereto as they relate to the Tealbriar Subdivision and the owners thereof.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. will indemnify and hold the Dover Community Association, Inc. harmless from any and all claims or causes of action asserted against the Dover Community Association, Inc. which are based on the release and/or deannexation of the Tealbriar Subdivision from the jurisdiction of the Dover Community Association, Inc.

It is further understood and agreed to between the parties hereto that the Tealbriar Community Association, Inc. will indemnify and hold the Dover Community Association, Inc. harmless from any and all claims and causes of action asserted against the Dover Community Association, Inc. which are based on acts,

omissions and/or negligence of the Tealbriar Community Association, Inc., which occur from and after the date of this deannexation agreement, including, but not limited to any charges to the Dover Community Association, Inc. for goods or services provided to the Tealbriar Community Association, Inc. for the Tealbriar Subdivision which are incurred from and after the date of this deannexation agreement.

It is further understood and agreed to between the parties hereto that the Dover Community Association, Inc. will indemnify and hold the Tealbriar Community Association, Inc. harmless from any and all claims or causes of action asserted against the Tealbriar Community Association, Inc. which are based on acts, omissions and/or negligence of the Dover Community Association, Inc. which occurred prior to the date of this deannexation agreement. The Dover Community Association, Inc. further agrees to indemnify and hold the Tealbriar Community Association, Inc. harmless for any charges to the Tealbriar Community Association, Inc. for goods or services provided to the Dover Community Association, Inc. for the Dover Subdivision which were incurred prior to or after the date of this deannexation agreement.

It is further understood and agreed to between the parties hereto that any references to the Dover Community Association, Inc. and/or the Tealbriar Community Association, Inc. in this deannexation agreement shall include the employees, agents, servants and/or assigns of the respective non-profit corporation.

It is further understood and agreed to between the parties hereto that each hereby releases the other, including their employees, agents, servants, or assigns, from any and all claims that may have arisen heretodate and shall execute

those agreements necessary to affect the terms and conditions of this deannexation agreement.

Dated this 31st day of March, 1988.

Dover Community Association, Inc.

BY: Karl E Baker
KARL E. BAKER, President

Attest

BY: Donna Rodgers
Secretary

Tealbriar Community Association, Inc.

BY: Frank Priddy
FRANK PRIDDY, President

Attest

BY: William Stone
Secretary

STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Fort Bend County, Texas.

I hereby certify, on April 20, 1988



Diana Wilson
County Clerk
Fort Bend County, Texas

Jane Maines Deputy
JANE MAINES

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

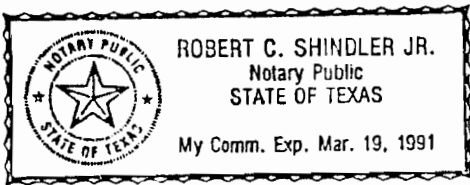
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BEFORE ME, the undersigned authority, on this day personally appeared KARL E. BAKER, President for Dover Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Dover Community Association, Inc.

Given under my hand and seal of office on this 15th day of APRIL, 1988.

Robert C. Shindler, Jr.
NOTARY PUBLIC, State of Texas

ROBERT C. SHINDLER, JR.
(Printed Name)



My commission expires:

MARCH 19, 1991

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

BEFORE ME, the undersigned authority, on this day personally appeared FRANK PRIDDY, President for Tealbriar Community Association, 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, in the capacity therein stated and as the act and deed of said Tealbriar Community Association, Inc.

Given under my hand and seal of office on this 12th day of April, 1988.

Judie Shelhamer
NOTARY PUBLIC, State of Texas

Judie Shelhamer
(Printed Name) 9715 Queensbridge
Sugar Land, Texas 77478

My commission expires:

June 16, 1991

Ret

Karl E. Baker
14426 Moorfield Dr.
Houston, TX 77083

FILED

'88 APR 20 A8:00

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas,
do hereby certify that the foregoing is a true and correct copy
of the original record and/or recorded by me in the
records as stamped herein by me.

April 20, 1988 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By *Jane Maines* Deputy

JANE MAINES