

SECTION 3. There are certain areas located between the front Lot lines of each Lot and the Townhouse thereon, which areas are not included within the Townhouse as constructed on a particular Lot. These areas shall be subject to an easement in favor of the Association and such easement is hereby granted to the Association. The Association and all members thereof shall have the right to use and occupy the areas covered by the easements for a part of the Common Area. The Association shall maintain the area covered by the easements in the same manner as herein set forth for maintenance of the Common Area.

SECTION 4. UNDERGROUND ELECTRIC SERVICE.

A. Underground single phase electric service shall be available to the aforesaid lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

B. For so long as such underground service is maintained, the electric service to each townhouse 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, walkways, fences, patios and garages 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.

ARTICLE X.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed

by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. CONSENT OF LIEN HOLDERS. Notwithstanding any other provision herein contained, unless the Association has obtained the prior written consent of at least seventy-five per cent (75%) of the holders of first mortgages, (based upon one vote for each first mortgage). The Association shall not by act or omission seek to abandon, partition, subdivide, encumber or transfer real estate or improvements which are owned either directly, or indirectly by the Association as Common Area, nor shall it change the method of determining the obligations for assessments, dues, obligations or other charges which may be levied against an owner; nor shall the Association by either act or omission, change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to architectural design, exterior appearance, the exterior maintenance, of units, party walls, or the upkeep of lawns and plantings in the Common Area. The Association, upon receipt of a written request, shall notify the holder of a first mortgage on a lot of any default by the owner in the performance of the covenants herein, which default is not cured within thirty (30) days.

SECTION 3. 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) years period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. The Declarant may make amendments to this Declaration for the purpose of correcting any errors in descriptions of easements, to provide for orderly development, to correct descriptions or to make this instrument conform to actual usage. Any amendment must be recorded in the office of the County Clerk of Fort Bend County, Texas.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 5. ANNEXATION OF ADDITIONAL PROPERTIES. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in the Articles of Incorporation the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file a Supplementary Declaration of Covenants, Conditions and Restrictions describing such additional property and containing such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the properties which are added and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the herein described property. Such Supplementary Declaration shall not be binding upon the Association and unless properly executed by the officer of the Association pursuant to a vote of the members as provided in the Articles of Incorporation.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the existing property.

IN WITNESS WHEREOF, PERRY HOMES, INC., a Texas corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized by resolution of its Board of Directors and to be attested and its corporate seal hereunto affixed by its Assistant Secretary on this the 13<sup>th</sup> day of AUGUST, 1976 A.D.

ATTEST:  
  
JUDITH A. HANSEN  
ASST. SECRETARY

PERRY HOMES, INC.

  
B. D. PERRY  
PRESIDENT

STATE OF TEXAS

DEED VOL. 694 PAGE 544

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority on this day personally appeared

BOB J. PERRY, President of Perry Homes, Inc.,

a corporation 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 corporation.

Given under my hand and seal of office at HOUSTON

this 13TH day of AUGUST, A.D. 19 76.

THE STATE OF TEXAS    X  
COUNTY OF FORT BEND   X

KNOWN ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 18, page 5, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

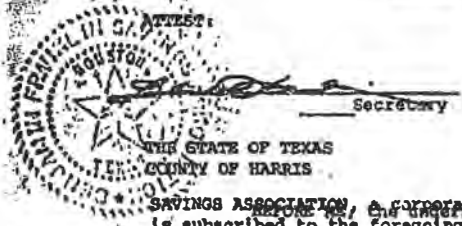
The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of the said properties.

EXECUTED this 17<sup>th</sup> day of August, A.D. 1976.

BENJAMIN FRANKLIN SAVINGS ASSOCIATION

BY: Rachel M. Smith

Executive Vice President



THE STATE OF TEXAS  
COUNTY OF HARRIS

SAVINGS ASSOCIATION, a corporation, 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 corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 17<sup>th</sup> day of August, A.D. 1976.



Linda B. Kubiak  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS    X  
COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS: THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSE-II, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 18, page 5, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion

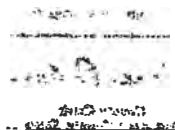
the 16<sup>th</sup> day of AUGUST, A.D. 1976.

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ARVED E WHITE, VICE President of FANNIN BANK, a banking corporation, 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 corporation.

MY HAND AND SEAL of office, this 16<sup>th</sup> day of  
, A.D. 1976.

Kathleen Doyle  
Notary Public in and for  
Harris County, Texas



THE STATE OF TEXAS I  
COUNTY OF FORT BEND I

KNOWN ALL MEN BY THESE PRESENTS; THAT

THE UNDERSIGNED, and owner and holder of liens against the property known as QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 18, page 5, of the Plat Records of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing instrument executed by Bob J. Perry as President of Perry Homes, Inc., hereinafter called "the Declaration."

1.

The execution hereof by the undersigned shall not be considered as a subordination of any lien now held by the undersigned against the said property to any lien expressed or set forth in the Declaration to secure any maintenance charge against any portion of said property.

2.

of the said properties.

EXECUTED this the 19th day of August, A.D. 1976.

HOME SAVINGS ASSOCIATION

BY: Wm J. Barnett  
Secretary President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John L. Barnett President of HOME SAVINGS

ASSOCIATION, a corporation, 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 corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 19th day of

August, A.D. 1976.

Elizabeth M. Marking  
Notary Public in and for  
Harris County, Texas

RETURN TO:  
CAPITAL TRUST CO., S. W. LAMON II  
3100 S. W. 8th, SUITE 618  
HOUSTON, TEXAS 77025

CF # Special

FILED FOR RECORD

12:45 O'CLOCK P.M.

AUG 24 1976

Pearl Ellett  
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 26 day of August A.D. 1976 at 4:30 O'Clock P.M.  
By AB: P.D.T. Pearl Ellett, County Clerk

RETURNED AT COUNTER TO:

PARADON PROP MGMT / DOROTHY VAUGHTON

PO BOX 55712

HOUSTON TX 77255-5712

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

September 12, 2022 01:52:05 PM

FEE: \$136.00 EL

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