

Quail Valley Thunderbird North Community Association

Handbook for Residents



P.O. Box 10 Missouri City, TX 77459

281-438-1188

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1. WELCOME HOMEOWNERS AND RESIDENTS

Welcome to Quail Valley Thunderbird North! We have 581 homes in our section and make a big presence in Quail Valley. We are proud to have you as a neighbor and/or property investor and look forward to meeting you personally.

Thunderbird North is supported by you. Funds for the upkeep and maintenance are charged to each homeowner in the form of annual assessments and are due on January 1st of each year. The amount of the assessment is \$120 and is required as is any tax regardless of the amount of participation in community programs and events or usage of the Association's facilities. Late penalties begin to accrue as of January 1st. The support of each and every resident is necessary and appreciated to keep Thunderbird North attractive and to maintain and improve our current property values.

Your annual maintenance assessment of \$120 is used to pay for the maintenance and upkeep of the pool, bath house, tennis courts, playground, and other Thunderbird North facilities; for the landscaping, mowing, and maintenance of the common areas owned by or maintained by Thunderbird North; for the salary paid to our Administrative Aide who supervises our Deed Restriction Committee and is in charge of the enforcement of the Deed Restrictions; for programs and events such as the Crime Watch Patrol, the Block Captain Program, certain social events, etc.; for the newsletters; for office and administrative expenses such as insurance, taxes, office supplies, auditor's fees, legal fees, telephone and utility expenses.

Thunderbird North is managed by a Board of Directors and an Administrative Aide. Please feel free to contact them at 281-438-1188 if you have any questions, complaints or need information. If no one answers the phone, be sure to leave a message with your name and phone number and some one will return your call as soon as possible. Be sure to speak clearly and slowly.

The Board of Directors consists of five homeowners in Thunderbird North who are elected to staggered two year terms. Board members draw no salary or compensation from the association. Candidates for the board are nominated at the annual nominations meeting held in November and then elected during the election held each year in December. Notice of the date, time and location of the nominations meeting and election are mailed to each homeowner every October and November.

Committees of volunteers have been formed to assist in making Thunderbird North a nice place to live. If you have some time available, you may wish to become actively involved in one or more of the following committees:

Deed Restriction Committee-Established to help keep the neighborhood looking nice and assist the Board by notifying them of any existing deed restriction violations.

Architectural Control Committee - Established to assist in assuring the maintenance of Thunderbird North and reviewing applications for improvements of the properties in Thunderbird North with relation to the Deed Restrictions.

Crime Watch Patrol Committee - Established to assist in safeguarding our neighborhood and also to provide another set of eyes for the Police Department. Our Crime Watch program is now under Quail Valley Crime Watch.

Block Captain Committee - Established to assist in crime watch efforts and to help organize block parties for each block on National Night Out so we all get to know our neighbors. The block captains will assist in distributing any flyers to their assigned area.

Social Committee - Established to assist in the planning and organizing of any social events at the pool or playground. Thunderbird North is always looking for volunteers at the pool to help with hosting parties such as Teen Night and Junior Teen Night.

This handbook has been prepared with you in mind. We have included important phone numbers, the pool, tennis, and playground rules, garbage collection and other information on schools, churches, community activities and recycling.

We have also included a list of guidelines, which each resident must follow in order to comply with the Deed Restrictions. It has been prepared in an easy to read language from the Deed Restrictions. Finally, we have included the actual Deed Restrictions, which are recorded in the County Courthouse in Richmond, Texas.

Please remember that Thunderbird North is a Deed Restriction Community, and as such, most maintenance and improvement projects are regulated. Please be sure to review the Deed Restrictions/guidelines.

The guidelines have been approved by the Board of Directors after consultation with our attorney. The Deed Restrictions/guidelines will be enforced fairly and consistently. At the present time, the Deed Restriction committee has nine 2-person teams. Each week, three teams go out and survey the neighborhood looking for violations of deed restrictions/guidelines. Each team completes a list of homes that are in violation. If a property is on two of the three lists, the home will be rechecked for the violation during the next inspection tour. If the home is still found to be violating the deed restriction/guideline, a letter is sent to the resident notifying them of the situation. The Association has retained the services of an attorney who specializes in deed restrictions and will forward all applicable violations to Missouri City if the violation goes unresolved.

Please remember that the Board of Directors (although elected) and committee members are all volunteers with families and jobs of their own. All matters concerning Thunderbird North will be handled as expeditiously as possible. The Board of Directors meets only once a month, therefore, some requests for information or assistance will require three to four weeks to respond or complete.

It is hoped that the information in this handbook will be useful in answering any questions that may arise, or in solving any minor problems that may come up. If you have any questions, you may always call Thunderbird North at 281-438-1188.

The Board of Directors

2. IMPORTANT TELEPHONE NUMBERS

Thunderbird North Community Association 281-438-1188
Thunderbird North Community Pool 281-438-0566

POLICE AND FIRE EMERGENCY

911
Fire Department 281-261-4250
Police Department 281-261-4200
Fort Bend Sheriff's Office 281-342-6116
Fort Bend Highway Patrol 281-342-6116
Memorial Hermann Fort Bend Hospital 281-499-4800
Poison Control 800-222-1222

UTILITIES

Gas - Center Point 713-659-2111
Electricity - Center Point 800-332-7143
Water - Thunderbird Utility District 281-499-5539
Telephone - SBC 800-585-7928
Trash Collection - B.F.I. 713-937-9955
Warner Cable 281-895-4300

U.S. Post Office (Missouri City) 281-499-6502

SCHOOLS

Lantern Lane Elementary 281-634-4680
Quail Valley Middle School 281-634-3600
Lake Olympia Middle School 281-634-3520
Elkins High School 281-634-2600
Hightower High School 281-634-5240
Marshall High School 281-634-6630
Ft. Bend ISD Administration 281-634-1000

NEWSPAPERS

Fort Bend Star 281-499-5600
Fort Bend Sun 281-242-1812
Houston Chronicle 713-220-7211

CITY OF MISSOURI CITY

Missouri City City Hall 281-261-4260
Missouri City Parks & Recreation Department 281-261-4290
Missouri City Animal Control 281-261-4200
Missouri City Code Enforcement Hotline 281-261-4227
Missouri City Public Works Department 281-261-4280

YOUTH ORGANIZATIONS

Fort Bend YMCA 281-499-9622
Missouri City Little League 281-777-6255
Quail Valley Soccer Association 281-438-4507
Sta-Mo: Missouri City Youth Sports Association (Baseball) 281-240-0657
Sta-Mo: Missouri City Girls Softball Association 281-397-2000
Missouri City Torpedoes Swim Team (Contact: Denise) 281-438-8440

3. OTHER COMMUNITY INFORMATION

SCHOOLS:

Each school requires new entrants to provide proof of residency (light bill, telephone bill) and also lease agreement or legal papers showing purchase of property, as well as Certificate and Immunization Record of the student. Please contact the school listed below or more information. Residents of Thunderbird North attend the following schools:

Elementary

Lantern Lane Elementary
3323 Mission Valley Dr.
Missouri City, TX 77459
281-634-4680

Junior High

Quail Valley Middle School
3019 FM 1092
Missouri City, TX 77459
281-634-3600

High School

Thurgood Marshall High School
1220 Buffalo Run
Missouri City, TX 77459
281-634-6630

Hightower High School (Academy School)
3333 Hurricane Lane
Missouri City, TX 77459
281-634-5240

Elkins High School
7007 Knights Court
Missouri City, TX 77459
281-634-5240

Fort Bend Independent School District Administration
16431 Lexington Blvd.
Sugar Land, TX 77479
281-634-1000

OTHER COMMUNITY INFORMATION (continued)

CHURCHES:

<u>Baptist</u>	Briarchase Missionary Baptist 16000 Blue Ridge Rd. 281-437-9280
	First Baptist of Missouri City 2106 Fifth Street 281-499-3572
	Quail Valley Baptist 2723 Kingsbrook 281-499-4320
<u>Catholic</u>	Holy Family Catholic 1510 Fifth Street 281-499-9688
<u>Church of Christ</u>	Church of Christ – Stafford 211 Present St. 281-499-2507
<u>Lutheran</u>	New Hope Lutheran 1424 FM 1092 281-499-7611
<u>Methodist</u>	First United Methodist of Missouri City 1220 FM 1092 281-499-3502
<u>Independent</u>	Quail Valley Church 2303 FM 1092 281-499-0594
<u>Presbyterian</u>	Southminister Presbyterian 2310 Brightwater 281-499-2310
<u>Jewish</u>	Congregation Beth El 3939 Raoul Wallenberg 281-499-5066
<u>Community Church</u>	Quail Valley Community Church 2019 Bright Meadows Dr. 281-499-8248

COMMUNITY ACTIVITIES AND ORGANIZATIONS:

Quail Valley Country Club is located at 2880 La Quinta and offers 36 holes of championship golf and a pool. Six indoor and fourteen outdoor tennis courts and a complete fitness center are located at 2701 Cypress Point. For more information, please call the club at 281-437-7431.

Missouri City Torpedoes Swim Team is a member of the Southwest Houston Recreational Swim League. The league provides the opportunity for swimmers (boys and girls ages 5 to 18) to participate in competitive meets with other recreational swim teams. All of the practices and some of the swim meets are held at the Thunderbird North Pool. For more information, please contact Denise Frazier at 281-438-8440.

For additional organizations, view the Quail Valley Proud website: quailvalleyproud.com

4. GARBAGE COLLECTION AND RECYCLING INFORMATION

GARBAGE COLLECTION

BFI picks up trash every Tuesday and Friday. Fridays are reserved for bulky or heavy items. Please do not put trash out to the curb before 6:00 p.m. the day prior to trash collection. All tree, shrub and bush trimmings or newspaper and magazines must be securely tied together and not to exceed four feet in length. BFI will bill residents directly on a quarterly basis. If you need to set up an active account with BFI or have questions about trash collection, please call BFI at 713-937-9955.

RECYCLING INFORMATION

Thunderbird North has curbside recycling. In addition, we encourage residents to use the Missouri City Recycling Center or Lantern Lane Elementary. Lantern Lane Elementary accepts newspapers only.

MISSOURI CITY RECYCLING CENTER

Location and Hours - You can reach the Recycling Center by turning west off FM 2234 on Scanlin Road next to the Animal Control Facility. The Center is open for walk-in seven days a week. Materials must be separated and placed into the appropriate bins.

MISSOURI CITY RECYCLING CENTER (continued):

Bins:

Paper Products - Newspapers, preferably stacked and tied. All ad inserts and comics are acceptable.

Glass - NO CLASS ACCEPTED.

Plastics – Rinse containers, remove lids, separate into clear and colors. Only those plastics with a #1 or #2 on the bottom are recycled at this time. These include milk jugs, juice bottles, soda bottles, water bottles, motor oil containers and many other household plastic containers.

Tin Cans – Rinse containers. No need to remove labels. Cans may be flattened to save space.

Aluminum – Rinse containers. **Aluminum drink cans only.**

OTHER RECYCLING FACILITIES

USED CAR BATTERIES, USED MOTOR OIL & FILTERS:

Auto Zone	2765 Texas Parkway (FM 2234)	281-835-3131
O'Reilly Auto Parts	3410 Texas Parkway (FM 2234)	281-416-0134

USED PAPER AND PLASTIC BAGS:

All local Kroger grocery stores accept brown paper grocery bags and plastic grocery bags.

5. POOL RULES

1. Everyone must obey the lifeguards.
2. No profanity allowed
3. No horseplay or running allowed.
4. No one over the age of 6 is allowed into the wading pool.
5. Only one person allowed on the diving board at a time.
6. No disposable diapers allowed in the pool.
7. No glass containers in or around the pool area (State law).
8. Food allowed only on the wooden deck or grassy area.
9. Persons with open wounds are not allowed in the water.
10. Children under the age of 10 will not be permitted in unless accompanied by a person 14 years of age or older.
11. No floats or other large toys will be allowed when the pool is crowded.
12. Homeowners will be responsible for all guests and must accompany them. (Maximum 4 guests per family).
13. Proper swimming attire must be worn. No cuts offs.
14. No smoking allowed by anyone under the age of 17. Smokers are asked to use an ash can or throw all butts away properly.
15. All patrons should rinse off dirt, oils and lotion before entering the pool.
16. No person having or apparently having an infectious disease or excessive sunburn on his/her body, any plaster cast or bandage of any description shall be permitted in the water.
17. No pushing, dunking or general roughhousing in the pool, deck area or in the restrooms.
18. Diving is only permitted off of the diving board.
19. No diving or swimming from decks in the diving area UNLESS the area has been closed by the lifeguard on duty.

20. Divers are not to get onto the diving board ladders until the previous person has completed their dive.
21. Divers are not to execute their dive until the previous person has reached the wall or passed the buoy rope, then only with one bounce per dive.
22. Diving from the board must be straight off the end.
23. No diving off of guard chairs or use of them by the general public in anyway.
24. To swim in the deep water, a person must be able to swim the front crawl for one width of the pool without stopping. This test will be administered by any lifeguard upon request.
25. No flips, back dives, Nestea plunges, etc., from the side of the pool.
26. No hard objects are to be thrown in the pool, e.g., football, Frisbees, tennis balls, etc.
27. No sitting or pulling on buoy rope separating the various areas.
28. No towels, sweat shirts, cut offs, etc., allowed in the water. T-shirts may be worn to protect against sunburn.
29. No splashing of guards or annoying them in any way that distracts their attention from their work.
30. No unnecessary splashing and no water fights.
31. No littering on the premises.
32. No one except lifeguards are permitted in the guard room
33. The toll-free telephone is to be used by staff for work related calls and for emergency use.
34. The pool manager has the authority to act on any situation not specifically covered in these rules that might jeopardize the safety and comfort of the pool patrons.

6. TENNIS COURT RULES

If you would like to use the tennis courts to play tennis you will need to purchase a tennis key from the Association. The key costs \$10. The Association must charge this in order to cover the cost to make the key. Please call the Association at 281-438-1188, leave a message and someone will call you back to set up a time to purchase a key.

- 1) Hours:
6:00 a.m. – 11:00 p.m. Sunday thru Thursday
6:00 a.m. – 12:00 a.m. Friday and Saturday
- 2) Playing Time – 1 hour
- 3) Reservations are not required. Use of the tennis courts is on a first come, first serve basis only.
- 4) At least (1) homeowner or resident must be playing on any court.
- 5) No glass containers of any kind permitted on courts.
- 6) Anyone not currently playing must wait outside the fence.
- 7) Rubber soled shoes required.
- 8) No wet clothing permitted.
- 9) No bicycles, skateboards, rollerblades or other wheeled toys or equipment is permitted.
- 10) Adults 16 years old or older having playing priority after 7:00 p.m.

7. PLAYGROUND RULES

- 1) Use of the playground is restricted to residents and guests.
- 2) No children over the age of 10 are allowed to use the playground equipment
- 3) No misuse of the equipment is allowed.
- 4) No bicycles, skateboards, etc., allowed on the surfacing.
- 5) Vandals will be prosecuted to the fullest extent of the law.

8. GUIDELINES FOR ENFORCEMENT OF THUNDERBIRD NORTH DEED RESTRICTIONS

The official Deed Restrictions for our subdivision are printed in the next section and will be enforced by our Deed Restriction Committee and our Administrative Aide with the Board of Directors setting policy and overseeing this function and having final approval of all legal actions. Several of the deed restrictions are either very general and open to multiple interpretations or are excessively restrictive. Therefore, the Board of Directors has created guidelines which set reasonable, detailed, and enforceable standards for these particular restrictions. Listed below is the clarification on several deed restrictions. Only those deed restrictions violated most often are mentioned here. As the need arises, other guidelines will be set by the Board of Directors with notification to the homeowners.

If when notified of a deed restriction violation, the owner, resident or agent does not comply within the prescribed time as mentioned in the letter, the Association is empowered to enter on the property without penalty or liability of trespass to clean or have the lot cleaned up by agents of the Association. All charges for said cleanup of the property are the responsibility of the resident, lessee, or agent and if not paid upon written demand by the Association treasurer, a lien will be filed on the property.

OFFENSIVE ACTIVITIES

No activity will be permitted which shall be deemed a nuisance either by sight, sound or smell by residents in the area. (i.e., business which would increase traffic and/or block driveways or mailboxes; loud noises to include stereos, CD players, and dogs barking for an unreasonable length of time; odors from unkept animals, garbage, or trash; or the slaughter of animals.)

BOATS, CARS, TRAILERS

Boats, cars, travel trailers, campers, recreation vehicles, mobile barbecue pits and inoperative vehicles of any kind cannot be parked in the street or on a driveway in full public view, but must be hidden from public view within the garage or behind a wooden fence. An inoperative vehicle is defined as a car with flat tires or no tires; either missing or out of date inspection or license plate stickers; grass growing under or other debris under or around the car; the vehicle is jacked up or up on blocks or otherwise visibly not driveable. Please contact the Association to advise of any special circumstances such as the need for immediate repairs or finding storage space for newly purchased vehicles and when you plan to move the vehicle.

ANIMALS

Common household pets may be kept provided they are not bred for commercial purposes. Livestock and poultry are prohibited.

LOT MAINTENANCE

Residents whether they be owners, lessees, or agents are required to keep the lot in a neat, healthful, sanitary and attractive manner. This is to include all areas of the property which are visible from the street and those areas not visible (such as the back yard and property lines which run into Mustang Bayou and the American Canal.) They must be kept in such a manner so as not to allow overgrown yards to become a breeding ground for snakes, rats and insects.

- A. Lawns - Lawns should be mowed so as not to exceed a maximum height of 6 inches between mowings. Lawns should also be free of obvious weeds.
- B. Flower Beds - Flower beds when observed from the street should be free of obvious weeds, debris and grasses other than the ornamental varieties.
- C. Curbs, Sidewalks, Driveways, etc. - Curbs, sidewalks, driveways, etc., must be edged so grass does not grow to more than a maximum of 2 to 3 inches over the cement. Weeds should be pulled along the curb and in the center of the driveway.
- D. Trimming - Grass and weeds should be trimmed around trees, foundations, fences, landscape borders, lamp and mailbox posts, etc., so as not to exceed 6 inches.
- E. Shrubs - Shrubs must be trimmed periodically in a neat and uniform manner. All dead trees and shrubs must be removed.
- F. Easements - Easements along the bayou are the responsibility of the homeowner, lessee or agent and must be mowed and maintained in the same manner as the rest of the property. No resident shall dispose of any debris or household garbage on the easement or in the canal or bayou.
- G. Clotheslines, Woodpiles, Storage, Trash Cans - The drying of clothes out of doors, woodpiles, storage piles or trash cans must be screened from public view. Discarded appliances, machinery, inoperable vehicles are not considered to be a part of normal residential requirements and are therefore prohibited.
- H. Houses - Houses must be kept in good repair. This includes, but is not limited to garage doors being in good repair, windows not being broken, gutters not hanging down from the house, paint not peeling or fading, shutters fixed securely to the house and having no broken slats, and all exposed wood having no signs of dry-rot. Other conditions that are not stated above will be addressed by the Board of Directors on an individual basis.
- I. Basketball Goals - Basketball goals must be in proper working order. A basketball goal must have no broken backboard, bent rim or leaning pole.

- J. Mailboxes – Mailbox poles must stand straight and not lean over. All damaged mailboxes should be replaced. Mailboxes must conform to the U. S. Postal regulations.
- K. Fences – Fences must be in good repair. This means that the fence stands straight and does not lean over, have graffiti exposed to public view or does not have missing pickets.

Satellite Dishes – All references to Satellite Dishes apply to any antennae or permanent structure designed for the reception of satellite broadcast signals. Any satellite dish shall be located in the rear yard so that it is screened to the maximum extent possible from public and private view by permanent structures such as the house, garage or wooden fences. For this purpose, public view is defined as being visible from public property. Private view is defined as being visible from adjacent houses. Satellite dishes may not be located closer than five (5) feet from any property line. This distance would be measured from the closest part of the dish at any point in its rotation. Satellite dishes shall not be placed outside of the building setback lines. It is further suggested that satellite dishes not be mounted in any easement; any dishes mounted over an easement are placed there at the owner's risk.

If the satellite dish cannot be located out of public view by permanent structures then trees shall be planted to provide full screening. Trees used for this purpose must be a minimum of two (2) inch caliper and minimum initial height equal to the height of the satellite dish at its highest point in rotation. Landscape screening plans must be submitted with all requests for satellite dish installations. Satellite dishes cannot exceed ten (10) feet in diameter. The satellite dish cannot be mounted in such a manner that the uppermost portion of the dish at any point in its rotation is higher than eleven (11) feet above the ground level.

Satellite dishes must be made of fiberglass, steel mesh or spun aluminum. Plastic satellite dishes are specifically prohibited. The support pole must be a minimum of three (3) inch outside diameter schedule 80 steel pipe (or equivalent) set in concrete. The satellite dish should be black, gray, white or beige; any other color must be specifically approved. All satellite dishes must be maintained in such a fashion that they do not detract from the neighborhood, such as, but not limited to, painting of any rusted or discolored parts. Compliance with these guidelines is required as long as the dish is in place. Any existing, unapproved satellite dish, no matter how long it has been in place, must be fully described in a request letter submitted to the Architectural Control Committee.

9. OFFICIAL DEED RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF FORT BEND

Whereas MacNaughton & Co., Trustee, being owners of that certain 196.054 acre tract of land which has been theretofore platted and subdivided into that certain subdivision known as Thunderbird North, according to the plat filed for record in the office of the Clerk of Fort Bend County, Texas in Volume 14, Page 16 of the Map Records and Thunderbird North Section 1 subdivision and partial Replat of Thunderbird North Subdivision according to the plat filed for record in the office of the County Clerk of Fort Bend County, Texas in Volume 16, Page 6 of the Map Records, hereinafter referred to as Thunderbird North, thereof does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Thunderbird North (described below) for the benefit of the present and future owners of said lots and the Thunderbird North Community Association, Inc.:

Totaling 580 Lots

Block 1:	Lots 1 through 88
Block 2:	Lots 1 through 39
Block 3:	Lots 1 through 32
Block 4:	Lots 1 through 12
Block 5:	Lots 1 through 47
Block 6:	Lots 1 through 38
Block 7:	Lots 1 through 13
Block 8:	Lots 1 through 76
Block 9:	Lots 1 through 12
Block 10:	Lots 1 through 18
Block 11:	Lots 1 through 24
Block 12:	Lots 1 through 102
Block 13:	Lots 1 through 18
Block 14:	Lots 1 through 28
Block 15:	Lots 1 through 33, and unrestricted reserves A, B, C, D.

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 and a private garage for not less than two (2) nor more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories 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.

2. Architectural Control

No building or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction on any lot until the construction plans and specifications and a plot plan showing the Architectural Control Committee consisting of J. H. MacNaughton, Norris E. Calhoun and B. R. Tempel, or its assignee hereinafter provided for as to compliance with existing and proposed structures and as to location with respect to topography and finish grade elevations. In the event the Committee fails to approve or disapprove 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.

3. Minimum Square Footage Within Improvements

The living area of the main structure exclusive of open porches and garages shall not be less than Twelve Hundred (1,200) square feet.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorder Plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no part of the house building shall be located nearer than five (5) feet to an interior lot line. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

5. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither 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 covered by said easements.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried 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 be or become any annoyance or a nuisance to the neighborhood.

8. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or being the fence which encloses the rear of the lot. Semi-permanently is defined as exceeding a twelve (12) hour period of time.

10. Mineral Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation 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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. Walls, Fences and Hedges

No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. Any wall, fence or hedge erected as a protective screening on a lot by MacNaughton & Co., Trustee, shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13. Visual Obstructions at the Intersections of Public Streets

No object or thing which obstructs site lines at elevations between two 92) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

14. Lot Maintenance

The owners 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the owners 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 lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. 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 MacNaughton & Co., Trustee, or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot 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 so as 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, agree by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15. Signs, Advertisements, Billboards

Except for signs owned by Builders advertising their model parks during the period of original home constructions and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign may be erected or maintained on any lot in said subdivision. MacNaughton & Co., Trustee, or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16. Roofing Material

The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles, the decision of such comparison shall rest exclusively with the Architectural Control Committee of (3) crushed marble slag or pea gravel set in a built-up type roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

18. Sidewalks

Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the lot boundary line and shall extend into the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install a sidewalk parallel to the front lot line and side street lot line.

19. Underground Electric Service

“An underground electric distribution system will be installed in that part of Thunderbird North Subdivision, designated herein as underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Thunderbird North Subdivision, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall at his or its own cost, furnish, install own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from 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 connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various

homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit. Or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground uniform in character and exclusively of the type known as single phase, 240/120 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, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owner in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile homes 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 equivalent overhead facilities to serve such Subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonable represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat of Thunderbird Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve (s).

20. The Thunderbird North Community Association, Inc.

Definitions:

- (a) "Association" shall mean and refer to Thunderbird North Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons and entitles of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. Common Area improvements will consist of swimming pool, bath house, play-ground area, and a minimum of two Tennis Courts. The Common Area to be owned by the Association at the time of the conveyance of the first lot is Reserve "C" of Thunderbird North as per Plat recorded in Volume 14, Page 16, Map or Plat Records, of Fort Bend County, Texas.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area and Reserves.
- (f) "Declarant" shall mean and refer to MacNaughton & Co., Trustee, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

21. Maintenance Assessments

MacNaughton & Co., Trustee, imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the association the following: (1) Annual Assessments or charges to be established and collected as hereinafter provided (2) Special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which

each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by MacNaughton & Co., Trustee, for the purpose of securing payment of charge assigned to the Thunderbird North Community Association, Inc. without recourse on MacNaughton & Co., Trustee, in any manner for the payment of said charge and indebtedness.

22. 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 and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties. The proceeds of regular annual or special assessments shall not be used to reimburse MacNaughton & Co., Trustee, its successors or assigns, for any capital expenditures incurred in construction or other improvements of common facility, nor for the operation or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

23. Maximum Annual Assessment

Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seventy-Two (\$72.00) per lot.

From and after January 1st of the year immediately following the conveyance of the first lot to an owner, The Board of Directors may fix the annual assessment from year to year as the needs of the property may, in its judgement, require, but in no event shall such maintenance fund exceed One Hundred Twenty Dollars, (\$120.00) per lot per year.

24. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

25. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and the right to use of the recreation facility by an owner for any period during which any assessment

against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, 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.
- (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

26. Delegation of Use

Any owner may delegate in accordance with the by-laws his right of enjoyment to the Common Area and facilities to the members of his family his tenants or contract purchasers who reside in the property.

27. Membership and Voting Rights

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. The Association shall have two classes of voting membership.

Class "A". Class "A" members shall be all owners with the exception of MacNaughton & co., Trustee, 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 of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class "B". Class "B" members shall be MacNaughton & Co., Trustee, or its successors or assigns should acquire more than one undeveloped lot from MacNaughton & Co., Trustee, for the purpose of development. Class "B" members shall be entitled to three 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 Class "A" membership equal the total votes outstanding in Class "B" membership including duly annexed area, but subject to further cessation in accordance with the limitations set forth in this paragraph; or (2) on January 1st of 1980.

MacNaughton & Co., Trustee, hereby agrees to assign its rights to approve or disapprove plans and specification, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Thunderbird North Community Association, Inc., when either of the conditions (1) or (2) above occur.

28. Rate of Assessment

All lots in Thunderbird North shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by MacNaughton & Co., Trustee, are not exempt

from assessment. Lots which are occupied by residents shall be subject to annual assessment determined by the Board of Directors (according to Paragraph 24 and 29.) Lots which are not occupied by a resident and which are owned by MacNaughton & Co., Trustee, a builder, a building company, a Mortgage Co. or a Bank shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by according to the rate required of each type of ownership.

29. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due 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.

30. Effect on Non-Payment 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 at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien for the assessments provided for herein by non-use of the Common Area of abandonment of his lot.

31. Subordination of Lien

The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, and (i) given to secure the payment of the purchase price of all or any part of the real property (or any improvements hereon), comprising Thunderbird North, a subdivision in Fort Bend County, Texas, or (ii) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the real property comprising Thunderbird North, a subdivision in Fort Bend County, Texas.

32. 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 these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

33. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

34. Amendment to the Above Deed Restrictions

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 not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75) of the Lot Owners. Any amendment must be recorded.

35. 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.

36. 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 additional properties, dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

37. Annexation

Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowner's consent. Annual assessments for annexed area should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.