

384
121-



RESTRICT 2003141444
59 PGS

59 PGS

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR NEWPOINT ESTATES

WHEREAS, by instrument dated January 13, 1992 recorded in Fort Bend County Clerk's File No. 9202123 and recorded in the Official Public Records of Real Property in Fort Bend County, Texas, covering the property which has been platted as Newpoint Estates, Section One, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof recorded under Slide Nos. 1164/A, 1164/B, 1165/A and 1165/B of the Map Records of Fort Bend County, Texas, HIGHWAY 6/510 ACRES JOINT VENTURE caused to be recorded that one certain Declaration of Covenants, Conditions And Restrictions For Newpoint Estates Section One, a subdivision in Fort Bend County, Texas;

WHEREAS, by instrument dated August 13, 1992 recorded in Fort Bend County Clerk's File No. 9249150 and recorded in the Official Public Records of Real Property in Fort Bend County, Texas, covering the property which has been platted as Newpoint Estates, Section Two, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof recorded under Slide Nos. 1198/B and 1199/A of the Map Records of Fort Bend County, Texas, HIGHWAY 6/510 ACRES JOINT VENTURE caused to be recorded that one certain Declaration of Covenants, Conditions And Restrictions For Newpoint Estates Section Two, a subdivision in Fort Bend County, Texas;

WHEREAS, by instrument dated December 31, 1992 recorded in Fort Bend County Clerk's File No. 9304706 and recorded in the Official Public Records of Real Property in Fort Bend County, Texas, covering the property which has been platted as Newpoint Estates, Section Three, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof recorded under Slide Nos. 1164/A, 1164/B, 1165/A and 1165/B of the Map Records of Fort Bend County, Texas, HIGHWAY 6/510 ACRES JOINT VENTURE caused to be recorded that one certain Declaration of Covenants, Conditions And Restrictions For Newpoint Estates Section Three, a subdivision in Fort Bend County, Texas;

WHEREAS, the undersigned, on behalf of the owners of not less than two-thirds (2/3) of the Lots in the Subdivisions, executed this Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newpoint Estates, in accordance with Article XI Section 6 of said Declarations, for the purposes of amending said Declarations;

WHEREAS, it is the intention of the owners to provide for the preservation of values and amenities in such subdivision and to subject the Lots to this Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newpoint Estates, for the benefit of the Lots and of all present and future owners.

NOW, premises considered, in accordance with the aforesaid Declarations, the aforesaid Declarations are amended and restated herein, it being the intention and purpose of this Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newpoint Estates Section One, Section Two and Section Three, each a Subdivision in Fort Bend County, Texas, to amend, replace and substitute said Declarations, and declare that all Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be

binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

SECTION 1. "Association" shall mean and refer to Newpoint Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association or in which the Association has easement rights for the common use and enjoyment of the Association's Members (hereinafter defined).

SECTION 3. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plats intended for the construction of a single family residence, including any lots created by the replatting of a Lot or other tract of land. The term "Lot" shall not include any commercial reserve shown on the recorded plats of Newpoint Estates Subdivision Section One, Section Two and Section Three.

SECTION 4. "Member" shall refer to every person or entity, which holds a membership in the Association. Every Owner shall be a Member, membership not being subject to separation from ownership of a Lot.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 6 "Properties" shall mean and refer to the real property within the jurisdiction of the Association and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 7. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plats.

SECTION 8. "Subdivision" shall mean and refer to Newpoint Estates, Section One, Section Two, and Section Three, subdivisions of land of single-family residential lots located in Fort Bend County, Texas according to the maps or plats thereof recorded or to be hereafter recorded in the Map Records of said county.

SECTION 9. "Subdivision Plat" shall mean and refer to the recorded map, plats or any replats of the Properties.

SECTION 10. "Supplemental Declaration" shall refer to (i) an amendment to this Declaration subjecting additional property to this Declaration and (ii) to an instrument hereafter executed by the owner or owners of the affected property which imposes additional restrictions on all or part of the Properties which may be enforced by the Association.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") which membership shall consist of the members of the Board of Directors of the Association. The Committee shall have the authority for the enforcement and maintenance of the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

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

SECTION 2. POWERS OF THE COMMITTEE. No building, structure or other improvements shall be constructed on any Lot, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restriction herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within thirty (30) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; **provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner otherwise prohibited under the terms of this Declaration.**

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

The Committee shall make available to Owners, upon the request of an Owner, a written outline of the Committee's then current Construction Guidelines. The Construction Guidelines may be amended at any time under the sole discretion of the Committee, but will be superseded by this Declaration of Covenants in the event of a conflict.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to the restrictions set forth herein in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items, as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. The grant of a variance shall not be deemed a waiver of future enforcement.

ARTICLE III

NEWPOINT ESTATES HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Newpoint Estates Homeowners Association, Inc. (the "Association") was formed in 1992 and currently exists as a Texas non-profit corporation. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of seven (7) Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. All members shall be Owners and shall be entitled to one vote for each Lot owned; provided, however, in the event two (2) or more adjoining Lots are being assessed as a single Lot pursuant to Section 6 of Article IV, the Owner of such adjoining Lots shall have only one (1) vote for such adjoining Lots. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 5. INSURANCE. The Board of Directors of the Association shall have the authority to obtain insurance (the premiums for which shall be a common expense payable from property assessments) as follows:

- (a) Insurance on all improvements against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of such improvements shall be determined annually by the Board of Directors, which may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.
- (b) Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Area, and at least \$1,000,000 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of the Owners or the association.
- (c) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.
- (d) All insurance provided for herein shall be affected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A+ rating or equivalent.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Owner for each Lot within the Subdivision hereby covenants by acceptance of a deed therefore, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements,

such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them, but the lien for collection of past and future assessments shall remain with and run with the land, which lien may be enforced by foreclosure as provided by Texas law.

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

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. As of the date of this agreement, the maximum annual assessment shall be \$240 per lot. Each year the Board of Directors of the Association at its sole discretion may increase thereafter the maximum annual assessment, by an amount equal to increases in the Consumer Price Index or ten percent (10%) per year, whichever is greater. The maximum annual assessment may be increased above the Consumer Price Index or ten percent (10%) by a vote of two-thirds (2/3rds) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of

the maximum. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis at the Board's election.

SECTION 4. SPECIAL ASSESSMENT 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, or repair or replacement of a capital improvement located upon the Common Area, 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 the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly, quarterly, semi-annual or annual basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots shall be fixed at uniform rates. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes. In the event two (2) or more adjoining Lots are owned by a single owner, such owner shall be assessed as though he owns but one (1) Lot unless or until more than one (1) residence is constructed on each adjoining Lots or the common ownership of such adjoining Lots ceases.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance of the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges, which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a

deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitation, if any, as the Board of Directors may determine.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot, which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of the Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of the Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

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

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and accessory outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision and no outbuildings of any type shall be constructed until the single family residence is constructed. As used herein, the term "residential use" shall be construed to also prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses. Additional buildings for servants and guests are permitted on a Lot, but no additional building shall be rented separately from the main residence on such Lot. Once construction of a residence commences upon a Lot, the Owner of such Lot shall diligently thereafter pursue such construction to completion, but in any event within one (1) year after commencement.

SECTION 2. ANIMALS AND LIVESTOCK. No animals of any kind shall be permitted for sale, breeding, boarding, or other commercial purpose on any Lot. Consistent with its use as a residence, dogs, cats and horses may be kept on a Lot; provided, however that there shall be not more than two (2) dogs and cats per acre contained within a Lot and not more than one (1) horse for every acre contained within a Lot. Horses shall be fenced and be kept behind or even with the main residence. No other animals of any kind may be kept or maintained outside of the family residence without the prior written approval of the Board of Directors. All pets must be attended and on a leash except when within the confines of a residence or fenced area; no pet shall be allowed to roam the subdivision. Incessant barking

or howling of pets shall be deemed a nuisance and is prohibited. All animals shall be registered, licensed and inoculated as required by law.

SECTION 3. NUISANCES AND NOISE. No odorous, noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. No loud or unnecessary noises or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of the residents of the Subdivision shall be permitted on any Lot or the Common Area.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, recreational vehicle or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or is otherwise screened from public view from all Streets; provided, however, boats, boat trailers, recreational vehicles, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding seventy-two hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

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

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 9. GUNS. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained herein shall be construed to require the Association to take action to enforce this Section.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS APPLICABLE TO LOTS

SECTION 1. TYPE OF RESIDENCE. Only one detached single-family residence and accessory outbuildings shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for two (2) or more cars. Carports on Lots are prohibited. All structures shall be of new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences, and no structure shall be moved from another location onto any Lot. Mobile homes and pre-fabricated homes are not permitted on any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of any single family dwelling, exclusive of open porches and garages, shall contain not less than 3,000 square feet, and the total living area of any two-story single family dwelling, exclusive of porches and garages, shall contain not less than 3,500 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The Committee with its approval of the site plan and the final working plans and specifications will approve the location of each residence on a Lot. No building shall be located on any Lot nearer to a Street than the minimum building setback lines established by the Committee and no building shall be located on any utility easement. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least fifty percent (50%) of the exterior wall area of all residences must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No accessory building may be constructed forward of the rear line of the residence appurtenant thereto. No accessory building shall be less than 256 square feet nor in excess of twenty percent (20%) of the living area of the residence to which it is appurtenant.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, no trailer, tent, shack or other temporary building or structures shall be permitted on any Lot.

SECTION 6. DRIVEWAYS. The owner of each Lot shall construct and maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Driveways shall be constructed of concrete, asphalt or brick and be a minimum of 10 feet wide.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is wood shingles or asphalt or composition type shingles of No. 240 or heavier weight with a woodtone color.

SECTION 8. FENCES. All fences of any type must meet prior approval of the Committee. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat except that fences along Newpoint Drive may be erected no nearer than five (5) feet from the right-of-way of such street. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clotheslines, yard equipment, and woodpiles or storage piles.

SECTION 9. GRASS AND SHRUBBERY. The Owner of each Lot shall keep his property mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request; then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that the Committee may designate fill areas into which materials specified by Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other aboveground utility equipment. The Association shall have the right, but not the obligation, to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices at the expense of the Lot owner.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than 2 feet by 3 feet advertising the particular Lot on which the sign is situated for sale or rent. The right is reserved by the Committee to allow builders within the subdivision to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Association shall have the right to erect identifying signs at each entrance to the subdivision.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such lot.

SECTION 12. EXTERIOR ANTENNAE. Radio or television wires or antennae shall be placed discreetly so as minimize the visibility to public view from any Street.

SECTION 13. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 14. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 15. CLOTHESLINES, GARBAGE CANS, WOODPILES, PROPANE TANKS, ETC. All clotheslines, garbage cans, propane tanks, well pumps and tanks, pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property.

SECTION 16. PRIVATE UTILITY LINES. Unless otherwise approved by the committee, all electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities.

SECTION 17. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 18. ZONING RESTRICTIONS. All zoning regulations applicable to property covered by these covenants shall be observed. If there shall be a conflict between zoning regulations and these covenants, the more restrictive of the two shall apply.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as

a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

ARTICLE IX

ENFORCEMENT

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

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. ANNEXATIONS. With the consent of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of the Members of the Association present at a meeting duly called for such purpose.

Annexation shall be accomplished by filing of record in the public records of Fort Bend County, Texas, a Supplemental Declaration describing the property being annexed. The President and the Secretary of the Association shall sign any such supplemental Declaration, and by the owner of the property being annexed and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

SECTION 2. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of the property subject to the jurisdiction of the Association prior to the annexation. Annexed property shall be impressed with and subject to assessments imposed hereby on a uniform basis, consistent with provisions of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

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

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

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

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. RE-PLATTING. The Owner of a Lot may through the re-platting of property subdivide it into two (2) or more Lots; provided, however, no re-platting shall occur without approval of the Board of Directors. In the event the Owner of a Lot through re-platting increases the number of platted lots he owns, the Association may thereafter assess each re-platted lot as though it were one Lot. All Lots created through re-platting shall be subject to the provisions of this Declaration in the same manner as all other Lots in the Properties.

SECTION 6. AMENDMENT. This Declaration may be amended at any time by an instrument executed by the Owners of two-thirds (2/3rds) of the Lots in the Subdivision. Any amendment must be recorded.

SECTION 7. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not affect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of the Members of the Association.

SECTION 8. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

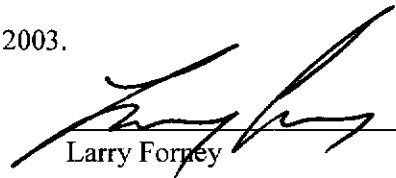
IN WITNESS WHEREOF, this Declaration is executed this 26 day of September, 2003

Approved by the owners listed below as shown on the attached ballots:

Section	Block	Lot	Owner's Printed Name	Section	Block	Lot	Owner's Printed Name
1	1	1	Bryant & Linda Pool	2	1	7	John Halter & LeAnne Burnett
1	1	3	Stephen Swisher & Kelly Hunt	2	1	8	Beto & Lyn Gallegos
1	1	4	Larry & Cindy Forney	2	1	9	Dean & Susan C. Summers
1	1	5	Randall & Esther Dunn	2	1	10	David & Terri Brecht
1	1	6	Randall & Esther Dunn	3	1	1	Greg & Rhonda Carroll
1	1	7	Gregory (Woody) & Kimberli Williams	3	1	6	Mark & Cynthia Dremely
1	1	8	Gregory (Woody) & Kimberli Williams	3	1	7	David & Stacey Starnes
1	1	11	James E. Stinson	3	1	8	Gregory (Woody) & Kimberli Williams
1	1	12	Art & Jacki Stephens	3	1	9	William & Nancy Taylor
1	1	13	Robert & Charmane Carter	3	2	1	Emmitt Johnson
1	2	1	Tony & Florence Hudler	3	2	2	Clint & Rose Ann Summers
1	2	2	Johnny & Katrice Thomas	3	2	3	Greg & Linda Turman
1	2	4	Tom Mulder	3	2	4	Greg & Linda Turman
1	3	3	William & Gina Hood	3	2	5	Ted & Candy Degville
1	3	4	Hugh & Barbara O'Donnell	3	2	7	Lanny Shulman
1	3	5	Damon & Candi Leonetti	3	2	8	Lanny Shulman
1	3	6	Bob & Cathy Fowler	3	2	9	Lanny Shulman
1	3	7	Allen Ray Aldridge, Jr.	3	2	11	Sandy Jenkins
1	3	9	Beto & Lyn Gallegos	3	3	1	Ivan & Jo Butterfield
1	3	11	Beto & Lyn Gallegos	3	3	3	Greg & Theresa Bryan
2	1	1	Tim & Cynthia Balaski	3	3	4	Milton (Bud) & Brenda West
2	1	3	Steven & Linda Witkowski				

I, Larry Forney, President of the Newpoint Estates Homeowners Association, hereby certify, on behalf of the Board of Directors, that the attached ballots were sent to every property owner in Newpoint Estates subdivision. The attached ballots were returned marked as "FOR" the revised Deed Restrictions, were signed by the property owners and the Deed Restriction changes were approved by the owners of two-thirds (2/3) of the lots in the Subdivision in accordance with Article XI, Section 6 of the then-current Deed Restrictions.

EXECUTED as of the 26 day of September, 2003.


Larry Forney

~~The State of Texas~~
LOUISIANA

~~County of Fort Bend~~
PARISH CADDO

This instrument was acknowledged before me on the 26th day of September, 2003, by Larry Forney.

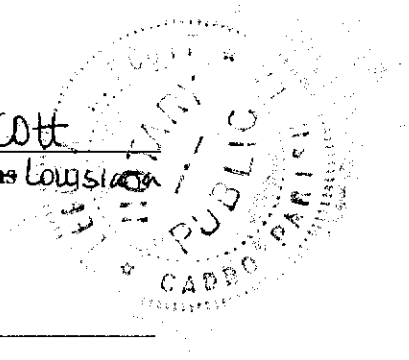
My Commission Expires:

With life

Deborah R. Scott
Notary Public, State of ~~Texas~~ Louisiana

Notary Name Printed

Deborah R. Scott



Deborah R. Scott, Notary Public
in and for Caddo Parish, Louisiana
My Commission is for Life

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2003 Oct 07 12:26 PM

2003141444

TD \$121.00

Dr. Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

*Rel: Clint Summers
4911 Westonridge
Fresno Tx 77545*