

**PETITION TO REVISE RESTRICTIVE COVENENTS**

**THE STATE OF TEXAS            ]**  
**COUNTY OF FORT BEND         ]**

- 1) This petition is being executed on behalf of the property owners of Skinner Ridge Lane Homesites Subdivision in order to revise the existing restrictions applicable to the Skinner Ridge Lane Homesites Subdivision.
- 2) The instrument identifying the subdivision for which the restrictions are sought to be revised in General Warranty Deed dated the 15<sup>th</sup> of September, 1977 from Vogue Metals, Inc. to G. Fred Walters, Jr. and wife, Ruth O. Walters recorded in Volume 760, at page 117, Deed Records, Fort Bend County Texas, describing 50.0 acres of land in the Randall Jones Survey, Abstract 42, Fort Bend County, Texas.
- 3) The text of the proposed revisions to the Restrictive Covenants are as follows:

**“DECLARTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS”**

“The 50.0 acres of land in the Randall Jones Survey, Abstract 42, Fort Bend County, Texas described in Deed dated September 15, 1977, from Vogue Metals, inc. to G. Fred Walters, Jr. et ux, recorded in volume 760, at page 117, Deed Records, Fort Bend County, Texas is subject to the following restrictions and conditions which shall be covenants running with the land for the benefit of all property in said 50.0 acre tract, and shall constitute a general plan for the benefit of all such property and shall be binding on all parties hereto and all persons claiming under them:

- (1) Whenever the word “restrictions” is used it shall be construed to include conditions, covenants, reservations, easements, and /or agreements.
- (2) BUILDING PERMITS AND ARCHITECTURAL CONTROL

No improvements of any kind shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such improvements have been approved in writing by the Architectural Committee, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and to the location of the improvements and in conformity with the declarations, reservations, protective covenants, limitations, conditions, and restrictions, as hereinafter set out.

In the event that the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. And if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to the property owners last known address, and with said notice will set forth in detail the

elements disapproved and the reason therefore. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and the things disapproved. The judgment of the Architectural Control Committee shall in all things be final.

- (3) No cesspools shall ever be dug, used or maintained on the property, and whenever a residence is established on the property, all toilets shall be connected to an engineered septic system. The surface retention of sewage or drainage of septic systems into any open ditch, tank, pit, sump, or onto an adjoining property, road, street, alley, creek, or culvert either directly or indirectly is strictly prohibited.
- (4) The land shall be known and designated as residential lots, except parcels running parallel with and contiguous to Skinner Road, which may be used for commercial purposes but not including mechanic shops, junk yards, or manufacturing plants.
- (5) Only one house per parcel (homesite) of land may be built on the property. No subdivision or partition of any lot purchased shall be permitted, regardless of the size of the parcel so purchased.
- (6) No structure shall be erected, altered, placed or permitted to remain on the land other than detached single family dwellings not to exceed two stories in height and private garages for not more than four cars, and quarters for bona fide servants domiciled with an owner or tenant, except as follows: Barns are permitted if constructed in compliance with the Uniform Building Code (UBC) and constructed of new materials and properly maintained.
- (7) No noisy, noxious, unsafe, or offensive trade, or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance such as automobile salvage, garbage dumping, oil extraction or mining operations. The property and the road crossing this property shall be kept free of hazardous wastes, litter, refuse, and trash. Commercial hunting or firearms practice is prohibited.
- (8) No trailer, camper, mobile home, basement, tent, shed, garage, barn, bunkhouse or outbuilding erected in this subdivision shall at any time be used as a primary residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (9) The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet in the case of a one story structure; and not less than 2000 square feet in the case of a one and one-half or two story structure including both the ground and top floor areas.
- 10) No commercial signs, flags, or banners of any kind shall be displayed to the public view on any homesite except one (1) sign of not more than five (5) square feet advertising the property for sale, or advertising used by a builder to identify property during construction and sales periods only.
- 11) No hogs, fowl, goats, sheep, cows, or commercial livestock other than one equine per acre will be allowed on this property other than regular household pets, such as dogs, cats, and birds. A time restricted variance can be granted to a student raising individual livestock for school projects.

- 12) All dwellings must be built and maintained in accordance with the Uniform Building Code (UBC) from new materials, including brick, stone or other masonry construction. All dwellings, outbuildings, fences, trees, and landscaping are to be properly maintained in accordance with the Uniform Fire Code (UFC).
- 13) A failure to observe perform or comply with any restriction herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non performance or noncompliance, however long continued or however general or prevalent the same may be, shall constitute any defense against any suit or proceeding brought to enforce the compliance with and/or observance and performance of any kind of said restrictions, conditions, and provisions.
- 14) Present property access in by a private road having a sixty (60) foot right-of-way. A maintenance fee not to exceed \$30.00 per month per parcel shall be collected by the Skinner Ridge Lane Homesites Property Owners Association or its successors or assigns in return for upkeep and maintenance of such road. When and if such road is accepted by the county for public maintenance or if the money collected shall exceed the cost of private maintenance, this fee will be waived or adjusted downward as appropriate. If at any time seven (7) of the owners of the lands serviced by the road give consent to designate the road as a public road, then said road shall thereafter be a public road. Skinner Ridge Lane Homesites Property Owners Association shall be an unincorporated group composed of the owners of the various homesites in the subdivision known as Skinner Ridge Lane Homesites which covers the tract of land described above, and this association shall be governed by a majority vote. In this paragraph the term "owners of homesites": means an individual or entity having common ownership being designated as "an owner of homesite". The maintenance fee shall be secured by a vendors lien against the premises, which lien is herein reserved, but which lien shall be subordinate and inferior to any mortgage lien secured by the premises for the purpose of purchase money or for erection of improvements thereon. Collection of said maintenance fee shall begin immediately upon completion of any real property sales transaction within the subdivision.
- 15) In the furtherance of future development of individual parcels of property covered by these restrictions, utility companies including, but not limited to, electricity, gas, water, sewer, telephone, have been granted or may be granted perpetual easements, each of which such easements shall lie within the sixty (60) foot wide road easement conveyed to individual parcel owners and described in Exhibit "A" attached hereto and made a part hereof.
- 16) Any record owners, whether one or more persons or entities, of the fee simple title to any parcel in said 50.0 acre tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 17) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.
- 18) The covenants conditions and restrictions of this declaration shall run with and bind the land and inure to the benefit of, and be enforceable by the owner of any parcel subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of ten (10) years from January 1, 1993, after which time said covenants, conditions, and restrictions, shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of all the land mass subject to this declaration. No amendment shall be effective until recorded in the land records of Fort Bend County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

We the undersigned owners, each of record title to property within Skinner Ridge Lane Subdivision.

Owners who do not sign the amendment must file suit under property code Section 201.010 before the 181<sup>st</sup> day after the date on which the certificate of competence required by Property Code Section 201.008(e) is filed, in order to challenge the procedures followed in extending, creating, adding to, or modifying a restriction.

Property owners who do not sign this amendment may delete their property from operation of the extended, created, added to or modified restriction by filing a statement electing to exclude their property under Property Code Section 201.009.(b)(4) before one (1) year after the date on which the owner receives actual notice of the filing of this petition.

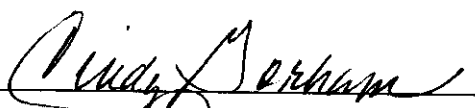


Casey K. Davis, President  
Skinner Ridge Lane Property Owners Association

**THE STATE OF TEXAS**  
**COUNTY OF FORT BEND**

This instrument was acknowledged before me on the 10<sup>th</sup> day of October 2002, by CINDY GORHAM



  
Notary Public, State Of Texas

**Tract 1**

Estate of H.M. Augsburg  
3222 US Route 9G  
Tivoli, New York 12583  
303-869-0987

**Tract 2**

Andrew & Pat Bockholt  
21511 Skinner Ridge Lane  
Richmond, Texas 77469  
281-341-8402

**Tract 3**

Casey Davis & Karen Nelson  
21410 Skinner Ridge Lane  
Richmond, Texas 77469  
281-232-3057

**Tract 4**

Henderson Hunter III  
2327 Walnut Ridge  
Missouri City, Texas 77489  
281-499-3133

**Tract 5 & 6**

Steve & Jackie Rausch  
21211 Skinner Ridge Lane  
Richmond, Texas 77469  
281-342-9704

**Tract 7**

Patti Sylvers  
21311 Skinner Ridge Lane  
Richmond, Texas  
281-344-9748

**Tract 8**

Lawrence & Katherine Jacobs  
2815 Stoney Wood Drive  
Houston, Texas 77082  
281-493-2708

**Tract 9**

Henry & Dawn Behne  
21431 Skinner Ridge Lane  
Richmond, Texas 77469  
281-239-0176

**Tract 10**

Sarah Johnston  
21531 Skinner Ridge Lane  
Richmond, Texas 77469  
281-341-5798

**BY-LAWS FOR SKINNER RIDGE LANE HOMESITES PROPERTY OWNERS  
ASSOCIATION**

**THE STATE OF TEXAS                |**  
**COUNTY OF FORT BEND            |**

**ARTICLE I:               PURPOSE AND FUNCTION OF THE ASSOCIATION:**

The purpose for which the Association is formed is to perform the following functions:

- (a) To keep complete records of all affairs of the Association in compliance with all applicable laws and regulations.
- (b) Exercise all of the powers and privileges and perform all duties and obligations of the Association as set forth in the Restrictive Covenants and By-Laws of the Skinner Ridge Lane Subdivision.
- (c) Affix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Restrictive Covenants referred to herein above in I(b); to pay all expenses in connection therewith and all expenses in connection therewith and all expenses incidental to the conduct of the business of this Association, including all licenses, insurance, taxes, or other charges legally levied or imposed against the assets of the Association.
- (d) To communicate to members the affairs of the Association through letters, notices, and general meetings.
- (e) To provide for the maintenance, repairs, preservation, upkeep, protection, safety and operation of the road surface.
- (f) Any powers and duties exercised by the Association relating to maintenance, operations, repair, construction, or re-construction, may be contracted for with any qualified agent or contractor. In the performance of the powers and duties the Association may engage the services of agents, independent contractors, or employees to manage, operate, or perform all or part of the affairs and business of the Association.
- (g) To perform through an established committee the function of architectural control over all improvements within Skinner Ridge Lane Subdivision as described in the Restrictive Covenants; and to further enforce all said Restrictive Covenants by legal process at the Associations discretion.
- (h) Any and all expenditures over \$100.00 to be brought before the Association membership for a vote.
- (i) If at any future time, inflationary trends find that the maximum \$30.00 per month road maintenance fee as set out in the Restrictive Covenants, is inadequate to provide sufficient funds for maintenance of an acceptable road surface; said Restrictive Covenants may be amended to increases said fee by the majority vote as set out in Article II(c) Each lot owner must be given notice of said meeting as set out in Article III(a).

## **ARTICLE II: MEMBERSHIP AND VOTING**

- (a) Every lot owner subject to assessment, whether voluntary or required by the Restrictive Covenants, 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 as set forth in the Restrictive Covenants.
- (b) Membership and voting rights are in effect and may be exercised only as long as the assessment fees are current on lot/lots owned by the member. A delinquent account will result in temporary loss of membership and voting rights and will be reinstated only when dues plus interest and all other costs incurred by the Association in collecting the delinquent funds are paid in full.
- (c) Regular votes: All business conducted by the association shall be passed by a majority vote of 66-2/3% of members present at a meeting or by proxy or power of attorney with said meeting announced by "Notice" at least 7 days prior to conduct of such meeting. At least eight (8) lot owners must be represented by physical means, proxy, or power of attorney, to constitute a meeting.

## **ARTICLE III: MEETINGS**

- (a) General Meetings: Are open to all members and shall be conducted no less than two (2) times per year, in March and October. Meetings will be announced by "notice" at least seven (7) days prior to conduct of such meeting.
- (b) Committee Meetings: Shall be scheduled so as not to conflict with a general meeting and shall be called by the President or in his absence, the Vice President, and shall be held as often as required to conduct the affairs in its charge. The Association President will preside as the chairman of this committee but will not have a vote on the Architectural Control Committee.
- (c) Meetings by petition: Fifty one percent (51%) of the voting members in good standing presented to any officer shall be sufficient cause to send "notice" of a meeting.

## **ARTICLE IV: OFFICERS**

- (a) The Association shall elect three (3) officers: President, Vice President, and Secretary/Treasurer at the October meeting. Each officer shall serve a term of 1 year, subject to re-election, and said term expires on October 31, of each year.
- (b) Nominations of officers shall be accepted from any member in good standing as stated in Article II(b).

- (c) Resignation and Removal: Unexcused absence from two (2) consecutive meetings shall be deemed de-facto resignation. Recall for any officer shall be permitted by a 66-2/3% majority vote at a general meeting.
- (d) President: Will preside over all general and committee meetings and will be the Chairman, but a non-voting member of the "Architectural Control Committee" and will be one (1) of the three (3) authorized signatures of checks for the association.
- (e) Vice President: Will preside over general and committee meetings in the absence of the President, and will assist the President in the conduct of affairs of the Association and shall be one (1) of the three (3) signatures of checks for the Association.
- (f) Secretary/Treasurer: Shall maintain all checking, savings, and certificate of deposit accounts, shall oversee collection and recording of monthly fees and shall be one (1) of the required three (3) authorized signatures of checks for the Association. Will keep all minutes of all general and committee meetings and shall maintain an updated list of property owners.

**ARTICLE V: FEES**

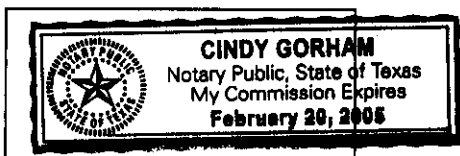
- (a) Fees for maintaining road shall be collected periodically as established by the Association. But not to exceed the maximum limits set forth in the Restrictive Covenants.
- (b) Accounts are due the first day of the month, and will be considered delinquent if not received by the 10<sup>th</sup>. After that date, the delinquent account will be assessed a monthly interest charge at the rate of 6%.
- (c) Fees must be current to maintain membership and voting rights in the Association as set forth in article II(b)



Casey K. Davis, President  
Skinner Ridge Property Owners Association

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This instrument was acknowledged before me on the 10<sup>th</sup> day of October 2002, by CINDY GORHAM



  
Notary Public, State Of Texas



Ret:

Casey DAVIS

21410 SKINNER RIDGE LANE

Richmond, TX 77469

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2002 OCT 25 10:56 AM 2002116592

RM \$21.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS