RP-2021-399356
07/15/2021 ER $286.00

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

AVALON AT CYPRESS

RP-2021-399356

After Recording Return To:
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TABLE OF CONTENTS

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions for Avalon at Cypress is made on the date hereinafter set forth by Taylor Morrison of Texas, Inc., hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas, which property is more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all purposes (referred to herein as the "Property" and/or "Avalon at Cypress", which term(s) include additional land as same may be annexed into the Property and made subject to this Declaration, as defined hereinafter); and

WHEREAS, Declarant desires to develop the Property as a single-family, residential use subdivision, and to provide and adopt a general plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property, as applicable; and

WHEREAS, Declarant has deemed it desirable, for the efficient administration of the amenities in said Property and enforcement of the Dedicatory Instruments (hereinafter defined), to create an Association (hereinafter defined) to which has been or will be delegated and assigned the authority to administer and enforce these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the Assessments (hereinafter defined); and

WHEREAS, there has been or will be incorporated one or more non-profit corporations created under the laws of the State of Texas, including the first being the Avalon at Cypress Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The directors of which Association either have or will establish certain Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other Dedicatory Instruments (hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that the Property is subject to the jurisdiction of the Association, and will be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the applicable Assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and are covenants running with the land and are binding on all parties, now and at any time hereinafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or

interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended and/or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments. If any conflict exists between all or any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision will control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

ARTICLE I. DEFINITION OF TERMS

The following words when used herein will have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

A. "ARC" means the Architectural Review Committee established for the Property as set forth in this Declaration.

B. "Area of Common Responsibility" means all of the properties and facilities for which the Association may have responsibility under the Dedicatory Instruments, or for which the Association otherwise agrees to assume responsibility, regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may, by way of illustration and not limitation, also include Lots or portions of Lots and property dedicated to the public, such as public rights-of-way.

C. "Assessment" means the assessments levied against all Lots pursuant to this Declaration, a Supplemental Amendment or other Dedicatory Instrument, for the purposes set out herein/therein or any other charge authorized by this Declaration or other Dedicatory Instrument.

D. "Association" means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Avalon at Cypress Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit corporation will be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association is a Texas non-profit corporation that has jurisdiction over all properties located within Avalon at Cypress, as same may be amended from time to time as additional property is annexed into Avalon at Cypress as allowed under this Declaration. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

E. "Board" means the Board of Directors of the Association as provided within the Bylaws.

F. "Builder" means an individual or entity that purchases a single or multiple Lots from the Declarant or its affiliates for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" does not include Declarant or its affiliates. "Builder" does not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

G. "Bylaws" mean the Bylaws of the Association, as they may be amended from time to time.

H. "Common Area" means all real property owned in fee or held in easement, lease, or license by the Association and any improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and/or enjoyment of the Owners and includes areas designated by the Declarant to be conveyed by deed or easement to the Association.

I. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standards may be defined in the Guidelines or rules and regulations. Such standards may be specifically determined, and modified, by the Board, with the approval of Declarant during the Development Period.

J. "Declarant" means Taylor Morrison of Texas, Inc., a Texas corporation, its successors and assigns as same is required to be evidenced by a written instrument recorded in the Official Public records of Harris County, Texas.

K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Avalon at Cypress, which encumbers the Property, and any other property brought under the control of this Declaration, or any Supplemental Amendment, Annexation Agreement and/or amendment thereto.

L. "Dedicatory Instruments" mean each document governing the establishment, maintenance and operation of the Property, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, Guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.

M. "Deed Restriction Violation" means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedicatory Instruments covering the appearance, establishment, maintenance, and operation of the Property. Additionally, failure to pay all amounts due and owing on a Lot will also be considered a Deed Restriction Violation.

N. "Development Period" means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Property or the right to direct the size, shape and composition of the Property, which retained rights are vested in the Declarant until Declarant no longer owns any portion of the Property or such time as Declarant assigns or relinquishes all of its retained rights created herein and/or in any other Dedicatory Instrument. In the event the Development Period terminates pursuant to the above provisions, and thereafter Declarant becomes record owner of any portion of the Property, the Development Period will be restored until it again terminates as specified hereinabove.

O. "Dwelling" means a main residential structure constructed on a Lot intended for single-family residential use.

P. "Guidelines" mean general, architectural, and/or design guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.

Q. "Hardscape" includes but is not limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, fences, columns, monuments and yard art.

R. "Lot" means a parcel of Property defined as one Lot by the applicable plat and/or any replat thereof recorded in the Official Public records of Harris County, Texas, and encumbered by this Declaration, and restricted to single-family residential use. There will be an Assessment due for each Lot owned as defined by the then-plat of record, subject to the limitations herein. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot will be transferred or conveyed. Notwithstanding anything contained herein to the contrary, this definition does not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.

S. "Member" means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.

T. "Member in Good Standing" means Declarant and a Member (a) who is not delinquent in the payment of any Assessment against the Member's Lot or any interest, late charges, costs or reasonable attorney's fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner of the Owner's right to request a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as

of the date of determination of the Member's standing, (e) who has not failed to pay any fine levied against the Member and/or the Member's Lot pursuant to the Dedicatory Instruments, and (f) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then all Occupants of such Dwelling will not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to all Lots owned by the Owner.

U. "Occupant" means Owners, residents, tenants, lessees, guests, or invitees of any Lot or Dwelling within the Property for any period of time.

V. "Outbuilding" means and refer to structures such as (by way of example and not limitation) storage building(s), shed(s), greenhouse(s), gazebo(s) or shade trellis(es).

W. "Owner" means an owner of any portion of the Property. Special purpose districts (by way of example and not limitation, municipal utility districts owning one or more reserves within the Property) and persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.

X. "Property," and/or "Avalon at Cypress" means the Avalon at Cypress subdivision located in Harris County, Texas. As of the date of this Declaration, the Property is more particularly described on **Exhibit "A"**. The Property may be supplemented as additional land is annexed into the Property by the recording of an Annexation Agreement or Supplemental Amendment.

Y. "Public View" means a condition, structure, item or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot does not have to be adjoining the Lot with any such condition, structure, item or improvement), (ii) a Common Area, or (iii) a street.

Z. "Supplemental Amendment" or "Annexation Agreement" means an amendment or supplement to this Declaration that subjects additional property to this Declaration and/or imposes, expressly or by reference, additional or different restrictions, assessments and/or obligations on the land described therein. The term also refers to the instrument recorded by the Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.

ARTICLE II. PURPOSE AND INTENT

The Property, as initially planned, is intended to be a single-family, residential development that is planned to feature residential uses. This Declaration serves as the means by which design, maintenance and use of the Property, and additional property made a part of the Property, will be established. Declarant reserves the right to change the initial development plan for residential uses to include a mix of both residential and commercial uses within the Avalon at Cypress development.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of Avalon at Cypress is more particularly described on **Exhibit A** of this Declaration. Upon the recording of each platted section of land initially described via metes and bounds in **Exhibit "A"**, the Property shall be as set forth on the recorded plat with no further action required by Declarant. Owners of the Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the recording of this Declaration to annex any additional property into the Property. Such annexation will be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed and/or the specific restrictions relating to such property, if different. Any Supplemental Amendment or Annexation Agreement may contain Assessments, covenants, conditions, restrictions and easements which apply only to the real property annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character and/or intended use of such real property.

The right of the Declarant to annex land under this Section will automatically pass to the Association upon the expiration of the twenty-five (25) year term granted above.

C. Deannexation of Property

During the Development Period, the Declarant, without the joinder of any other Owners or Members, may deannex from Avalon at Cypress any property owned by the Declarant. During the Development Period, property not owned by the Declarant may be deannexed with the prior written consent of the Declarant and the Owner thereof.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote or serve as a director or officer of the Board, after the expiration of the term(s) of the Declarant-appointed directors is predicated upon that person being a Member of the Association. Nothing contained herein creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

Declarant and every record Owner will be a Member of the Association, excluding therefrom special purpose districts (by way of example and not limitation, municipal utility districts owning one or more reserves within the Property) and persons or entities holding an

interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Any one (1) Owner shall have no more than one (1) Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership begins with the execution of this Declaration and passes with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members. Members in Good Standing have the right to the use and enjoyment of the Common Area in the Property. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Property.

C. Voting Rights

The Association will initially have two (2) classes of membership, being Class A Members and Class B Members, as follows:

1. Class A Membership

Class A Members will be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights are based on the number of Lots owned and are determined as follows:

One (1) vote is granted to Class A Members for each Lot owned.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner, (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one Class A vote cast per Lot.

2. Class B Membership

Class B Members are the Declarant and any entity upon which Declarant, in its sole discretion, may confer Class B status in the Association. Declarant is entitled to five (5) times the total number of votes allocated to Class A Members. The Declarant's Class B Membership will terminate upon the earliest to occur of the following:

a. When Declarant no longer owns any real property within the Avalon at Cypress development; or

b. Such time as Declarant, in its sole discretion, so determines, provided however, that Declarant may assign its rights in whole or in part, permanent or temporary, at any time.

Declarant has the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender or other Person, to confer Class B status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights and/or Assessments (the "Conferral"). Provided, however, any such Conferral of Class B status does not have to be uniform as to all Class B Members. Declarant will evidence such Conferral of Class B status by filing in the Official Public Records of Harris County, Texas, an instrument specifying the name and address of the party upon which Class B status has been conferred, setting forth a legal description for all of the real property to which such Class B conferral applies, and setting forth the terms of such Conferral. The Class B status so conferred by Declarant will terminate and such Owner will become a Class A Member of the Association, upon the earliest to occur of the following:

a. Termination of Declarant's Class B status in the Association, as provided herein; or

b. A material violation by such Class B Member of any terms and conditions of the Conferral which has not been cured after the Class B Member has received notice of such violation and has failed to cure such violation; or

c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

Class A Members and Class B Members will exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint/Elect Board of Directors

Declarant retains the authority to appoint all members of the Board until on or before the 120th day after the date that seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration (as set forth hereinafter) are conveyed to Owners other than the Declarant or to a Builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed homes built on the Lots, at which time one-third (1/3) of the Board members (who must be Members of the Association) must be elected by the Owners other than the Declarant, as set forth in the Bylaws.

After such date, Declarant will retain the authority to appoint the remaining two-thirds (2/3) of the members of the Board until the termination of the Development Period, or (2) the Declarant releases its status as a Class B Member and its authority to appoint members of the Board as evidenced by an instrument recorded in the Official Public Records of Harris County, Texas, whichever occurs first. The Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Harris County, Texas.

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board, any remaining Class B Members will be converted to Class A Members and elections will be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning property in Avalon at Cypress, only Declarant's Class B Membership will be restored (no other previously designated Class B Membership will be restored), until it again terminates as specified hereinabove. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration will be effective as of the date it is recorded in the Official Public Records of Harris County, Texas.

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the provisions of this Article apply only to Lots unless other portions of the Property are specifically included in said provisions.

A. Single Family Residential Use Permitted; Leasing

Lots within the Property may only be used exclusively for single family residential use. The term "single family residential use" as used herein refers not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which is limited to a single family, as defined below. Furthermore, "single family residential use" means the use of and improvement to a Lot with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used herein, the term "single family residential use" specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family dwelling, accessory dwelling unit, a garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb", bed and breakfast, any business or activity requiring a Federal Firearms License, or for any business, professional or other commercial activity. In no case may a Lot contain more than one Dwelling. No building, improvement, Outbuilding or portion thereof will be constructed for income property or such that Occupants would occupy less than the entire Lot.

No Dwelling may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.
Additional approved residents are:

a) children of either or both residents;
b) no more than a total of 2 parents of the residents;
c) one unrelated person; and
d) one household employee.

It is permitted for Owners to lease a Dwelling in the Property, so long as Occupants are leasing the entire land and improvements comprising the Lot. No fraction or portion of any Dwelling may be leased or rented. "Leasing" for purposes of this Declaration, is defined as occupancy of a Dwelling for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided, however, "leasing" for purposes of this Declaration does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", "Airbnb", "Home Away", party venue rentals, bed and breakfast or other short-term rental uses and such uses are strictly prohibited and are considered to be a prohibited business use. Leasing a Dwelling for single family residential use will not be considered a "business" (as set forth in detail hereinafter), provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Dwelling at any time. This provision does not preclude the Association or an institutional lender from leasing a Dwelling upon taking title following foreclosure of its security interest in the Dwelling or upon acceptance of a deed in lieu of foreclosure.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Lot shall be leased for a term of less than six (6) full consecutive calendar months to the same lessee, nor shall any lease be for less than the entire Lot. Provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth herein and shall not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less than six (6) months) or where the tenants do not intend to make the Lot and Dwelling their primary residence. An Owner who leases his or her Lot shall be deemed to have assigned to the lessee for the period of the lease all of Owner's rights to use the Common Areas and amenities located thereon.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of Occupants of the Property; and (d) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the

Property, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) are referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, any business or activity requiring a Federal Firearms License, home day-care facility, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Home Away", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.

The terms "business" and "trade" as used in this provision are construed to have their ordinary, generally accepted meanings and include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This Section does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Lot separate from an Association-directed community-wide garage sale will be considered business activity and therefore prohibited. Owners are advised that the community gates may be set to their open positions during any such community-wide garage sale at the discretion of the Board. The Association may, but is not required to, adopt rules and regulations regarding such community-wide garage sales. Notwithstanding anything contained herein to the contrary, estate sales are expressly prohibited.

2. No livestock, domestic or wild animals, nor plants or crops may be raised on any Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller will constitute a sale of the merchandise and therefore prohibited under this provision.

C. Animals and Pets

No animals, livestock, including swine or poultry of any kind, shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of four (4) pets, may be permitted in or on a Lot or in a Dwelling. The foregoing limitation on number of pets shall not apply to constantly caged small pets such as hamsters, small birds, fish or other similar common household pets kept inside the Dwelling, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats will at all times be confined on a leash which must be held by a responsible person. No animals or pets may be kept, bred, or maintained for any commercial purpose.

D. Antennas

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to receive an acceptable quality signal from any other location. However, in that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite or other signals of any kind are permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section is to be interpreted as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict or address the placement and screening of receiving devices and masts, provided such Guidelines are in compliance with the Act and applicable FCC regulations.

Declarant and the Association shall have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior written approval by the ARC. Basketball goals are limited to placement within the front portions of Lots, between five feet (5') and fifteen feet (15') from the front elevation of the Dwelling. Placement of basketball goals within the rear portions of Lots is expressly prohibited. All basketball goals and/or backboards are subject to the Guidelines as to type, location, and hours of use. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. No portable basketball goals are permitted. If any basketball goal, net and/or backboard is placed within the Property in violation of this Declaration, the Association or its agents shall be authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

F. Drilling

No drilling or related operations of any kind shall be permitted upon, under, on or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, the Declarant, the Association and/or the municipal utility district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Responsibility (with any such land owner's approval) for purposes including, but not limited to, irrigation of

recreational fields, parks and other open area.

G. Exterior Seasonal Decorations

The display of exterior seasonal decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, if any, promulgated by the Board. Such rules may address the appearance of such display. Exterior seasonal decorations may be displayed beginning thirty (30) days prior to the start of the season or specific holiday date and must be removed thirty (30) days after the end of the season or specific holiday date. Such display shall be maintained and kept in good condition at all times. If any exterior seasonal decorations are placed, or remain, within the Property in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall be authorized to exercise its Self Help remedy, to bring the Owner's Lot into compliance with this provision.

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Property, shall be subject to any applicable Guidelines, rules or policies adopted by the Board. The Declarant, by promulgating this Section, is not attempting to violate any local, state or federal law. This Section shall be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

I. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing, including trash and trash receptacles, that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners and/or Occupants of surrounding Lots and users of the Common Areas. Trash and trash receptacles must be stored out of Public View and in accordance with the provisions of this Declaration.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plant, animal, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Notwithstanding anything contained herein to the contrary, the Association shall have the right but not the obligation to enter upon any Common Area, Area of Common Responsibility and/or street right-of-way and remove signs not authorized by the Board in advance, and/or to regulate (including, but not limited to, the prohibition of) street vending and similar non-approved activities that are not in compliance with Texas law.

No portion of the Property shall be used, in whole or in part, in a way that creates a nuisance within the Property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Generators

The size, number, placement, and other characteristics of standby electric generators within the Property shall be subject to any applicable Guidelines, rules or policies adopted by the Board.

K. Monuments and Fences

The Declarant and the Association, including their respective designees, are hereby granted an easement to place, maintain and repair a monument or marker within the Property.

Fencing on all Lots within the Property shall be as set forth in the Guidelines or other Dedicatory Instrument and shall be subject to prior written approval by the ARC. Owners shall be responsible for the ongoing maintenance, repair and/or replacement of all fences on or immediately adjacent to their Lot that are in existence at the time of their purchase of the Lot, save and except masonry fencing that is on or adjacent to a Lot that serves to separate a Lot from a Common Area. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots ("Shared Fencing") shall be the joint responsibility of the Lot Owners on whose property the fence lies between. Owners are hereby advised that while Shared Fencing is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Fencing that cause some or all of the Shared Fencing to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Fencing will remain the joint responsibility of the Lot Owners

in which the Shared Fencing lies between. In the event an Owner fails to repair, replace or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and shall have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner(s) having such obligation to maintain, or will be split evenly between adjoining Lot Owners if Shared Fencing is involved, and shall be secured by the continuing lien on the Lot.

Owners are advised that there may be "Community Fences" located within various reserve areas throughout the Property. In some instances, a Community Fence may be located within the platted boundary of a particular Lot. Community Fences are masonry fencing within the Property. The Association has sole discretion in determining which fences in the Property are Community Fences. The Community Fences may serve as side or rear fencing to various Lots that are adjacent to such Community Fences ("Adjacent Lot"). The Community Fences will not be owned by adjacent Lot Owners, and may be owned by the Association or another entity. In instances where a reserve containing a Community Fence is owned by an entity other than the Association, the Community Fence located therein may be owned by the entity and may be maintained by such entity and/or the Association. In instances where a reserve containing a Community Fence is owned by the Association, the Community Fence located therein will be owned and maintained by the Association, with such maintenance to be at the Board's sole discretion. There is no requirement that a Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials shall be determined at the discretion of the ARC.

Where applicable, Owners of Lots that are located adjacent to a Community Fence ("Adjacent Lot Owners") may abut (but not mechanically attach) their fencing to the adjacent Community Fence. Portions of the reserves located within the fenced area of a Lot adjacent to a Community Fence (the "Community Fence Reserve Area"), if any, shall be made available by the Association or entity owning such reserve for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners shall not be vested with title to the Community Fence Reserve Area. Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the ARC. Adjacent Lot Owners shall have the right to use their respective Community Fence Reserve Area subject to the following:

- Adjacent Lot Owners are not permitted to attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.

- Adjacent Lot Owners shall be required to maintain any landscaping located in the Community Fence Reserve Area, including trimming and spraying for insects.

- Adjacent Lot Owners are not permitted to take any action to alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.

- Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.

- Adjacent Lot Owners shall have the obligation to maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Property at all times.

The Adjacent Lot Owners and the Declarant hereby grant an easement to the Association and to the owner of the Community Fence, as applicable, over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. The Declarant hereby reserves unto itself an easement over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence and inspection of the Community Fence Reserve Area. The Declarant, the Association and/or the owner of the Community Fence, as applicable, shall give the Adjacent Lot Owners at least twenty-four (24) hours written notice prior to exercising their right of entry as set out herein. Notwithstanding anything contained herein to the contrary, written notice of the Declarant's, the Association's and/or the owner of the Community Fence, as applicable, intent to enter upon the Adjacent Lot shall not be required in the event of an emergency. Adjacent Lot Owners hereby agree to hold harmless the Declarant and the Association, and their respective directors, officers, agents, successors and assigns, and release them from any liability for the placement of, construction, design, repair, maintenance and replacement of Community Fences and Community Reserve Areas, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence, installation, maintenance, repair, and/or replacement of Community Fences and Community Fence Reserve Areas.

The Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such fencing. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the owner of the Community Fence, as applicable, at the Owner's expense. The Board has the sole discretion to determine what constitutes normal wear and tear. In exercising its obligations set forth herein, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of its obligations set forth herein, nor in any way shall the Association and the ARC, or their agents, be liable for any accounting or other claim for such action. Further, in exercising its obligations set forth herein, the Association is not liable for any loss or damage to landscaping (soft or hardscape) that encroaches upon a Community Fence and/or any existing materials that are affixed to the Community Fence in violation of this provision, including but not limited to any Owner fencing that is connected to a Community Fence and any owner's decorations or other personal items.

L. Outbuildings

Outbuildings shall not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Reasonable Guidelines may be established from time to time addressing factors including, but not limited to, the appearance, type, size, quality and location of Outbuildings on a Lot. Outbuildings shall not exceed eight feet (8') in height (including roof) and shall not have a footprint greater than one-hundred (100) square feet. Plastic and resin sheds shall not be placed on a Lot within Public View.

M. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Lot forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Lot. All equipment, machinery, and materials shall be properly stored out of sight of every other Lot immediately after use of such item, and all trash, trashcans, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Lot, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained in trashcans to protect from animals or spillage and trashcans must be removed from Public View the same evening of collection. No outdoor incinerators shall be kept or maintained on any Lot.

Notwithstanding the foregoing, the outside storage of equipment, machinery, materials and trash receptacles on a Lot that is associated with the construction of a Dwelling by a Builder is permitted during the time of construction of the Dwelling.

N. Parking

Parking restrictions specific to certain sections of the Property may be set forth in the applicable Supplemental Amendments for such sections or other Dedicatory Instrument.

1. Permitted Vehicles:

"Permitted Vehicles" may include, without limitation, passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than two (2) axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; and (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas.

Additionally, vehicles that (i) meet the foregoing criteria, (ii) are not within the Property for the primary purposes of construction, repair or maintenance related to a Dwelling or Lot, or for delivery services to a Lot, and (iii) have company logos or information displayed thereon will be considered "Permitted Vehicles". The Board has the sole discretion to determine whether a particular vehicle is a Permitted Vehicle.

Permitted Vehicles may be parked on the driveway of a Lot or inside a garage or enclosure approved by the ARC. Permitted Vehicles may park on the private streets within the Property, but shall not be parked in a manner that blocks traffic flow or driveways.

Any vehicle that does not satisfy the foregoing requirements must be completely concealed from Public View inside a garage or enclosure approved by the ARC, with the exception of temporary parking of Commercial Vehicles and Recreational Vehicles as set forth hereinafter.

2. Commercial Vehicles:

"Commercial Vehicles" are vehicles that are within the Property for the primary purposes of (i) construction, repair or maintenance related to a Dwelling or Lot, or (ii) for delivery services to a Lot, and may include, without limitation, panel vans, pick-up trucks, tow trucks, plumbing service vehicles, as well as associated machinery, trailers or equipment used in the foregoing activities. The Board has the sole discretion to determine whether a particular vehicle or associated machinery, trailer or equipment related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot or on the private streets within the Property, but only for the time necessary for such activities noted above, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. Commercial Vehicles may not be parked on the private streets in a manner that blocks traffic flow or driveways. The parking of any other Commercial Vehicle on a Lot will be permitted only if such Commercial Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

3. Recreational Vehicles:

"Recreational Vehicles" may include, without limitation, trailers, motor homes, campers, golf carts, four-wheelers, mini-bikes, go-carts, buses, dirt motorcycles, neighborhood electric vehicles, jet skis and boats. The Board has the sole discretion to determine whether a particular vehicle is a Recreational Vehicle.

One (1) Recreational Vehicle with not more than two (2) axles may be temporarily parked on the driveway of a Lot for up to forty-eight (48) consecutive hours for loading and unloading purposes only, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. Recreational Vehicles may be stored on a Lot as long as the recreational vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

Recreational Vehicles may be temporarily parked on the private streets within the Property for up to six (6) consecutive hours unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. Recreational Vehicles may not be parked on the private streets in a manner that blocks traffic flow or driveways.

4. Vehicles in General:

This subsection applies to all vehicles, including but not limited to Permitted Vehicles, Commercial Vehicles and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a landscaped area on a Lot or Common Area. Provided, however, this provision does not apply to vehicles that may be parked on a landscaped Common Area at the direction of the Association, the Declarant, or their designees. Driveways may not be used to rebuild/repaint vehicles.

Notwithstanding anything contained herein to the contrary, the Board may promulgate additional parking rules regarding items including but not limited to the use, maintenance and parking of vehicles on Lots and private streets. The Board has discretion to determine the various types of vehicles that fall within the scope of any such rules. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules shall control.

Enforcement of the foregoing parking provisions shall be left to the Board's discretion. The Association shall have the right without the obligation to enforce the limitations on parking set forth herein or in another Dedicatory Instrument.

O. Play Structures

Play Structures (as defined herein) shall not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Play Structures shall not exceed twelve feet (12') in height. Guidelines may be established from time to time regarding play forts, play houses, swing sets and other recreational equipment ("Play Structures"), taking into account such factors including but not limited to the overall size, location and number of Play Structures placed on a Lot. In setting the Guidelines, factors including but not limited to the size and configuration of the Lot, the location of the Lot in the community, the location of the Play Structure on the Lot, the type of fencing on the Lot and visibility of the Play Structure from streets, other Lots, or the Common Areas may be taken into account.

P. Screening

No Owner or Occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth herein, or like equipment, shall not be kept in Public View and must be placed in a location first approved in writing by the ARC. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. Such screens shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screens exceed the height of the adjacent fencing. A combination of trees, hedges, shrubs or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

Q. Signs

No sign or emblem of any kind (save and except emblems or logos that may be displayed on a vehicle parked on a Lot) may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from Public View except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.

2. Political Signs. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Lots for all local, state, or federal election purposes, provided that they meet the following criteria:

a. Maximum sign size cannot exceed 4 feet by 6 feet.

b. Signs must be ground-mounted. No sign can be mounted on any exterior part of the Dwelling, garages, patios, fences or walls.

c. Signs may be posted not more than 90 days prior to the election date and must be removed within 10 days after the election date.

d. Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.

e. No sign can be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.

f. No sign may involve the painting of architectural surfaces.

g. No sign may threaten the public health or safety or violate a law.

h. No sign may contain language, graphics or any display that would be offensive to the ordinary person.

i. No sign may be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

j. Political signs are prohibited on any Common Area or facilities owned by the Association, including any public or private street right of way utility easements.

k. Only one sign per candidate or ballot item shall be allowed.

3. School Spirit Signs. Signs containing information about one or more students residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There may be no more than one sign for each student residing in the Dwelling.

4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for pet notification purposes, a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs and emblems within the Property must be kept in good condition and may be subject to Guidelines.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Guidelines, and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Property, including but not limited to the streets, street right-of-ways, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall have the right but not the obligation to enter upon any Lot, street, street right-of-way, or Common Area and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

Guidelines may be established from time to time addressing the display of signs, including but not limited to billboards, posters, school activities, political signs, security signs/stickers and advertising devices within the Property. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the streets within the Property and identifying signs and monuments at entrances to the Property.

R. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC.

S. Tree Removal

No trees greater than three (3) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ARC.

In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board may determine necessary, in its sole discretion, to mitigate the damage.

T. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit and is screened from Public View. All window air conditioning units require prior written ARC approval as set forth herein.

All livings areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View, and will require ARC approval.

U. Wind Turbines

No device used to convert wind into energy, including by way of illustration and not limitation, wind turbines, wind pumps, wind chargers and windmills, shall be permitted to be used, placed or maintained in any location within the Property. Provided, however, this provision does not apply to Common Areas within the Property. The Board shall have the sole discretion to determine what devices are prohibited pursuant to this provision.

V. Window Treatments

Within three (3) months of occupying a Dwelling on any Lot, an Owner shall install appropriate window treatments in keeping with the Community Wide Standard. Appropriate window treatments would include, by way of illustration and not limitation, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. The Board shall have the sole discretion to determine what window treatments are appropriate.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the Community Wide Standard, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Property.

ARTICLE VII. COMMON AREA AND AREA OF COMMON RESPONSIBILITY

The Board, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Owner or Occupant may appropriate any portion

of the Common Area or any improvement thereon for his or her own exclusive use. Any Owner or Occupant who causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Owner (subject to any notice that may be required by law), shall be assessed against the Owner's Lot and secured by the continuing lien set forth in this Declaration.

The Declarant, and its designees, may transfer or convey at any time to the Association interests in real or personal property within or for the benefit of the Property, and the Association is hereby obligated to accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by the Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property shall be transferred free and clear of all liens and mortgages at the time of such transfer. Upon the Declarant's written request, the Association shall reconvey to the Declarant any real property that the Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

The Declarant (during the Development Period) or the Association (after the expiration of the Development Period) reserves the sole and exclusive right to amend existing Common Areas, add new Common Areas, and amend any permissible activities within or rights to access the Common Areas. The Declarant and Association make no representations, guarantees or warranties of any nature as to the longevity and mortality of habitats found throughout the Property.

During the Development Period, the Declarant may convey record title or easements to some or all of the Common Areas to the Association if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times during the Development Period have and retain the right to effect redesigns or reconfigurations of the Common Areas (particularly along the edges) and to execute any rules or restrictions applicable to the Common Areas which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

Owners hereby covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners hereby waive their right to adversely possess any Common Area, and hereby acknowledge and agree that any claim of adverse possession by an Owner of any Common Area shall be void.

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Area;

(b) any walking paths or trail system located within Avalon at Cypress;

(c) landscaping within public rights-of-way within or abutting Avalon at Cypress (save and except those rights-of-way abutting Lots within the Property) to the extent that reasonable governmental authorities do not maintain it to the Community-Wide Standard;

(d) such portions of any additional property as may be dictated by the Declarant, this Declaration, any Dedicatory Instrument or any covenants or agreement for maintenance entered into by, or otherwise binding on the Association; and

(e) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its members. The Declarant shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including, without limitation, Lots, property dedicated to the public, or property owned or maintained by another association if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. To the extent permitted by Texas law, the Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own, including rights-of-ways within or abutting the Property.

ARTICLE VIII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves

The Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall automatically terminate at such time as Declarant shall cease to own any portion of the Property subject to the Declaration. The Declarant, the Association, and their designees shall have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the over spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located adjacent to the Common Area, any landscape/open space reserves, greenbelts, canals, ponds, or other bodies of water.

B. Natural Conditions

The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them (collectively, the "Natural Conditions"). Each Owner and Occupant of any Lot, and every person entering the Property: (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, the Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Property.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Natural Conditions and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Natural Conditions. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledges that the Association, its directors, officers, managers, agents or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Natural Conditions.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in relation to the Natural Conditions. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of lots located in close proximity to the Natural Conditions for variances in water level and/or overspray of any products used to control vegetation and water quality within the Natural Conditions.

Owners and Occupants of Lots that are located in close proximity to or abut the Natural Conditions shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Natural Conditions. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Natural Conditions to their condition immediately prior to said infiltration.

C. Easements to Serve Additional Property

The Declarant and Association, including their duly authorized agents, representatives, and employees, designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed Property made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed Property.

The Declarant and Association may enter into a reasonable agreement with regard to adjacent land owned by Declarant that has not been annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. During the Development Period, the Declarant may enter into a reasonable agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. After the expiration of the Development Period, the Association may enter into a reasonable agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. Any such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

D. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County, municipal utility districts and any utility companies) access and maintenance easements (collectively referred to as the "Access Easements") upon, across, over, and under the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity (collectively the "Systems"). There are hereby additionally reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County, municipal utility districts and any utility companies) an easement for the installation of the foregoing Systems (referred to as the "Installation Easements"). Such Installation Easements shall be restricted in location to the Property that Declarant and the Association own or within easements designated for such purposes on recorded plats of the Property or other Dedicatory Instrument.

Notwithstanding anything contained herein to the contrary, driveways and sidewalks shall not be considered by the ARC or the Association to be an encroachment into the Access Easements or Installation Easements. However, Owners, including Builders, must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the ARC. Upon the transfer of title of a Lot from Declarant to an Owner, including

Builders, the Access Easement covering the entirety of such Lot shall automatically reduce in size to the width of the Installation Easements on the Lot.

Notwithstanding anything to the contrary herein, the Access Easements and Installation Easements shall not entitle the holders of such easements to access, construct or install any of the foregoing Systems over, under or through any existing Dwelling. The exercise of the Access Easements and Installation Easements shall not unreasonably interfere with the use of any Lot.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, internet provider, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining all utilities, including but not limited to utility meters boxes, installation equipment, water, sewers, telephone, gas, electricity, internet, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Lot, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

E. Lakes and Drainage Areas

Owners of Lots within Avalon at Cypress are hereby advised that several lakes and drainage areas exist within or in close proximity to the Property. Additionally, Langham Creek and Bear Creek exist in close proximity to the Property. All such lakes, drainage areas and creeks are collectively referred to as the "Drainage Areas". Owners are advised that one or more fountains have been or may be installed in the lakes within the Property, and the defined term of "Drainage Areas" as used herein includes any such fountains. Owners of Lots within the Property are hereby advised that there may be potentially dangerous conditions that may exist near the Drainage Areas such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, flooding, standing water, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend into the Property and the Lots within the Property.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Drainage Areas and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Drainage Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, safety, any use, and/or any future change in use of the Drainage Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, overspray from fountains, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Drainage Areas. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located adjacent to the Drainage Areas for variances in water level and/or overspray of any products used to control vegetation and water quality within the Drainage Areas.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the lakes and drainage areas within the Property and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the lakes or drainage areas within the Property.

Owners and Occupants of Lots that are in close proximity to or abut the Drainage Areas shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Drainage Areas. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Drainage Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Drainage Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

F. Surrounding Uses

Owners are advised that there are certain surrounding uses and conditions that exist or may exist within or in close proximity to the Property including, but not limited to, commercial uses (which may include, but are not limited to, hotels/conference centers, subdivisions, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, and multi-family residences, as well as land that is not owned by the Declarant or the Association) ("Surrounding Uses"). Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, operation, construction, design, replacement and/or maintenance associated with such Surrounding Uses and agree to indemnify each of such released parties from any liability arising out of or related to such Owner's or Occupant's proximity to the Surrounding Uses. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, lighting, parking, and/or visibility of such Surrounding Uses and/or traffic which may occur due to the existence of any of the Surrounding Uses. Owners and Occupants hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, use, and/or any future change in use of such Surrounding Uses.

G. Restricted Reserves

Owners of Lots within Avalon at Cypress are hereby advised that reserve areas may exist throughout the Property that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, drainage, and/or utility purposes (all such reserves collectively referred to as the "Restricted Reserves"). Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Restricted Reserves and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Restricted Reserves. Each Owner and Occupant acknowledges and understands that the Association, its directors and officers, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Restricted Reserves.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Restricted Reserves. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located adjacent to the Restricted Reserves.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Restricted Reserves and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Restricted Reserves within the Property.

Owners and Occupants of Lots that are in close proximity to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration.

H. Recreational Facilities

Owners are hereby advised that reserve areas may exist throughout the Property that may be restricted in use to recreation ("Recreational Facilities"). Each Owner of a Lot within the Property hereby agrees to hold harmless the Declarant and the Association, including their respective officers and directors, and release them from any liability for the placement, construction, design, operation, maintenance, and replacement in or of the Recreational Facilities, and agrees to indemnify each of such released parties from any liability arising out of or related to such Owner's proximity to the Recreational Facilities. Each Owner and Occupant acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any

successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Recreational Facilities.

Each Owner of a Lot within the Property hereby grants to the Declarant and to the Association an easement for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Recreational Facilities. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located adjacent to the Recreational Facilities.

Furthermore, Owners of Lots located adjacent to, or in close proximity to, the Recreational Facilities ("Affected Lots") are subject to the risk of damage or injury due to errant sports balls and/or the use and improvements (if any) of the Recreational Facilities. Owners of Affected Lots, their successors and assigns, hereby assume the risk of damage and injury and hereby release the Association and/or the Declarant, their agents, employees, officers, directors, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and/or the use and improvements (if any) of the Recreational Facilities. There is hereby reserved and granted to the Declarant and the Association, as to the Affected Lots, along with the Declarant's and Association's independent contractors, agents, members, guests and invitees, a nonexclusive easement over and across the Affected Lots, or portions thereof as provided below, for the following purposes:

(i) Flight of sports balls over, across, and upon the Affected Lots;

(ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreational Facilities, including, lighting of parking facilities and lighting within the Recreational Facilities; and

(iii) Creation of noise related to the normal maintenance, operation, use and recreational activities of the Recreational Facilities, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

Owners and Occupants of Lots that are in close proximity to or abut the Recreational Facilities shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Recreational Facilities. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Recreational Facilities to their condition immediately prior to said infiltration.

I. Reclaimed Water

Declarant hereby discloses to each Owner, and each Owner by acceptance of title to his or her Lot hereby acknowledges, that the Declarant and/or the Association, may use either *or* both: (i) water from water wells drilled on the Common Area, and (ii) reclaimed water for irrigation of the Common Areas and, that SUCH WATER IS NOT INTENDED FOR HUMAN CONSUMPTION AND SHOULD NOT BE CONSUMED BY HUMANS.

J. Private Streets

Owners are hereby advised that certain streets located within Avalon at Cypress will be private streets, dedicated or to be dedicated to the Association for the use of the Owners, Occupants and public service providers of Avalon at Cypress, and maintained by the Association. The private streets will not be dedicated to the public, any municipal body or public authority. The Annual Assessment (set forth hereinafter) shall cover the costs for maintenance, repair and replacement of the private streets within Avalon at Cypress (as well as any access gates and associated equipment and improvements). Additional sections may be annexed into the Property that may or may not contain private streets. Notwithstanding anything contained herein to the contrary, if a section containing public streets is annexed into the Property in the future, a different Assessment may be set forth in the Supplemental Amendment pertaining to such section.

The Declarant and/or the Association shall have the right to adopt rules and regulations concerning parking on the private streets within the Property, as well as the right to designate no parking zones denoted with signage or paint on the private streets. Declarant hereby reserves for itself, the Association, and their respective successors and assigns, the right to grant additional ingress and egress easements over any such private streets within the Property without the joinder of any Owners or any other parties.

Declarant hereby grants and reserves for itself, the Association, and their respective successors and assigns, and for the benefit of the Owners and Occupants, a non-exclusive and perpetual easement for the purpose of vehicular and pedestrian ingress and egress over any private streets that may exist within the Property. This easement is for the benefit of and appurtenant to each Lot within the Property and shall run with the land. Each Owner of a Lot within the Property shall have the right to use such private streets in a manner that does not unreasonably interfere with or prevent the use thereof by any other Owner or any other party which may have the right to use same pursuant to the terms hereof. Each Owner of a Lot within the Property hereby grants to Declarant and to the Association (as well as public utility providers, as applicable), and the designees of each, an easement across the private streets within the Property, along with an additional ten (10) feet on each side of the private streets, for the maintenance, repair, or replacement of the private streets and/or related improvements, provided that such easement shall not in any event extend into or beyond the foundation or exterior walls of any Dwelling or garage. After maintenance, repair or replacement of the private streets and/or related improvements, the entity exercising this easement shall return the affected portions of the Lots to their condition prior to the maintenance, repair or replacement, at the entity's expense. Provided, however, the Association or its designees shall not be obligated to replace excessive or extravagant (to be determined at the Board's sole discretion) landscaping within the easement area.

The access easement hereby created is subject to the right of the Association to operate and maintain any entry gates, as applicable, as a controlled access system which requires a condition of entry such as identification cards, passes, keys, or similar devices as may be established from time to time by the Board. During the Development Period, the entry gates may remain open on a full-time or part-time basis at the Board's sole discretion in order to facilitate home sales and the buildout of the Property.

The access easement hereby created is further subject to the right of the Board to promulgate rules and regulations regarding access to and use of the private streets.

K. Waste Water Treatment Plant, Lift Station, Drill Sites, Pipeline Easements, and Overhead Power Lines

Owners are hereby advised that the following conditions exist within or in close proximity to the Property (collectively referred to hereinafter as the "Conditions"):

1. Two (2) drill sites are located within the Property: (i) one (1) drill site is located within the northern portion of the Property, and (ii) one (1) drill site is located within the eastern portion of the Property, and such drill sites are more particularly described on that instrument filed of record under Clerk's File Number 20090526269 in the Official Public Records of Harris County, Texas;

2. A lift station is centrally located within the Property;

3. A wastewater treatment plant is located within the eastern portion of the Property, as more particularly described on that instrument filed of record under Clerk's File Number RP-2020-227266 in the Official Public Records of Harris County, Texas;

4. A 50' wide permanent pipeline easement exists with the northern perimeter of the Property, as more particularly described on that instrument filed of record under Clerk's File Number RP-2018-263456 in the Official Public Records of Harris County, Texas;

5. A 2' wide Seminole Pipeline Company permanent easement exists within or in close proximity to the northern boundary of the Property, as more particularly described on that instrument filed of record under Clerk's File Number P145590 in the Official Public Records of Harris County, Texas;

6. A 180' wide HL&P easement exists within and in close proximity to the northern boundary of the Property, as more particularly described on that instrument filed of record under Clerk's File Number C176635 in the Official Public Records of Harris County, Texas; and

7. A 75' wide HL&P easement exists in close proximity to the northern boundary of the Property, as more particularly described on that instrument filed of record under Clerk's File Number G945028 in the Official Public Records of Harris County, Texas.

Owners are advised that overhead power lines may now or hereinafter exist within or in close proximity to the Property. Each Owner of a Lot within the Property hereby agrees to hold harmless the Declarant and the Association, including their respective officers and directors, and release them from any liability for the placement, construction, design, operation, maintenance and replacement in or of the Conditions and agrees to indemnify each of such released parties from any liability arising out of or related to such Owner's proximity to the Conditions. Each Owner and Occupant acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties

nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Conditions. Each Owner of a Lot within the Property hereby grants to the Declarant and to the Association an easement for any incidental noise, electromagnetic field, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Conditions.

Owners and Occupants of Lots that are in close proximity to the Conditions shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Conditions. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Conditions to their condition immediately prior to said infiltration.

ARTICLE IX. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable rules, policies, and Guidelines, including but not limited to rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines shall be binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Board pursuant to the provisions set forth herein. Said attorney's fees and fines shall be added to the violating Owner's Assessment account and shall be secured by the continuing lien on the Lot.

C. Remedies

Every Owner shall comply with all provisions of the Dedicatory Instruments. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Property, and may avail itself of any and all remedies provided in the Dedicatory Instruments and local, state and federal law. Notwithstanding anything

contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner, at his or her own expense, is empowered to enforce the covenants, conditions and restrictions contained in this Declaration, any Supplemental Amendment to this Declaration, and any amendments thereto; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration or any Supplemental Amendment in favor of the Association and/or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

"Self Help" shall mean the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot or other area that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot or other area into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association shall give the violating Owner a minimum of five (5) days written notice (calculated using the date reflected on such notice), of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. The Association shall have the right, but not the obligation, to enter into any Lotor other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring

compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account and shall be supported by the continuing lien created herein.

ARTICLE X. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of the Dedicatory Instruments, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition. All references herein to ARC approval, shall mean the prior written approval of the ARC.

A. Architectural Review Committee - "ARC"

The ARC shall be a committee of the Board. In the absence of a designation by the Declarant, the initial ARC shall be composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided however, the Declarant shall have the sole authority to designate all members of the ARC who need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, the Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. At any time prior to the happening of ARC Turnover (defined below), Declarant may, without obligation, assign to the Board, or to such other person Declarant deems appropriate, all or a portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

The Declarant shall retain the right of ARC appointment and removal until the first to occur of the following ("ARC Turnover"):

1. the Declarant no longer owns any portion of the Property, or

2. the Declarant relinquishes, in writing, its authority over ARC appointment.

Upon ARC Turnover, the Board of the Association shall have the right to replace the ARC members by duly appointing Owners who are Members in Good Standing with the Association. Provided, however, the Board may not appoint to the ARC an Owner who is (i) a current Board

member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole authority and discretion of the Board. The Board shall have the right to review any action or non-action taken by the ARC and shall be the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard.

At any time prior to the happening of (1) or (2) above, the Declarant may, without obligation, assign to the Board, or such other person the Declarant deems appropriate, all or a portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

Guidelines may be promulgated and amended by the Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by the Board. Provided however, any such amendments shall not be applied retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Property, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions herein, there shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

The ARC shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Property to a Modifications Committee. The members of the Modifications Committee shall be appointed, and may be removed, by the Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

B. ARC Approval Required

No buildings, Hardscape, additions, modifications (including tree removal) or improvements shall be erected, placed or performed on any Lot until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan, have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Further, the ARC may review, approve or deny applications for improvements within right-of-way areas that are adjacent to a Lot. Provided, however, the Association, the Board and the ARC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right-of-way area adjacent to a Lot.

The failure of the ARC to approve submitted applications for the construction of improvements within thirty (30) days after the receipt thereof shall be deemed to be a decision by the ARC denying the application. After ARC Turnover, a decision by the ARC denying an

application by an Owner for the construction of improvements may be appealed to the Board. The ARC will provide written notice of the denial to the Owner and the Board will hold a hearing in accordance with Texas Property Code §209.00505 or its successor statute.

In no case may construction begin prior to approval of plans by the ARC. If plans are disapproved, no construction can commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge a review fee, to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the thirty (30) day time period set out herein shall not begin to run until the fee is paid.

In reviewing each application, the ARC may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. Subject to the Board's authority herein, the ARC shall have sole discretion to make final, conclusive and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in Article XVI or judicial review so long as they are made in good faith and in accordance with required procedures.

The ARC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ARC or Board. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where such improvements have not first been reviewed and approved by the ARC or constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth herein. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Dedicatory Instruments and any plans and specifications approved by the ARC for construction on that Lot. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for herein, and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it

may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board or its agents or assigns shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement of construction" and completion of construction. Commencement of construction shall occur within 120 days from the date of plan approval, or other later date as determined by the ARC. The completion of construction will occur no later than six (6) months from the commencement of construction, or other later date as determined by the ARC. The ARC has the discretion to extend previously approved deadlines for commencement of construction and completion of construction. If commencement of construction fails to occur by the time frame established herein (or otherwise set by the ARC pursuant to this provision) or is not completed by the completion of construction time frame established herein (or otherwise set by the ARC pursuant to this provision), the plans shall be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such re-submission of plans, the ARC has the discretion to determine the time constraints for the commencement of construction and/or completion of construction, which may be set on an expedited basis as determined by the ARC.

C. Building Setbacks

No Dwelling or other structure (including any protrusion from same) shall be placed nearer to any street or property line than as established herein, in a Supplemental Amendment, in the Guidelines or the applicable plat or other Dedicatory Instrument. In the event there is a conflict between the Guidelines, this Declaration, any other documents imposed upon the Property that contain a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall any setback on any Lot be less than the width of any easement existing on a Lot , as shown on the applicable plat. All Dwellings shall be oriented to the front of the Lot. The ARC has discretion to designate the "front" of a Lot. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, no Dwelling shall be built within five (5) feet of a side Lot line. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, all Lots shall have a minimum rear setback of the greater of ten feet (10') or the width of any easement.

The combining of Lots is prohibited within the Property.

D. Landscaping

All open, unpaved space on a Lot shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Where applicable, Owners shall also be responsible for maintaining and irrigating the landscaping within the adjacent right-of-way located between the boundary of their Lot and the street.

Any significant changes in the existing landscaping on any Lot must have prior written approval from the ARC.

Notwithstanding anything contained herein to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC shall have discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Guidelines.

E. Grading and Drainage

Topography of each and every Lot must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Lot itself or any other Lots, whether adjacent to the subject Lot or not, or to the Common Areas. Owners are prohibited from altering the grading and drainage pattern approved for their Lot. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

Temporary structures may only be erected on the Property by the Declarant, or by Builders with the prior written approval of the ARC. By way of illustration and not limitation, temporary structures may include construction trailers and temporary construction debris receptacles. All temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Property.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area.

H. Minimum Square Footage

The minimum and maximum square footage of living area for Dwellings shall be designated in the design Guidelines as the Property is developed over time. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ARC.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the unilateral right to develop the Property, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain higher or lower square footage in other portions of the Property.

ARTICLE XI. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including sidewalks, the driveway and its apron portion forward of the building line comprising the Lot. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, shrubs, trees and other landscaping on each Lot shall be trimmed as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive. Each Owner shall ensure that weeds on his or her Lot are treated and/or removed.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right-of-way adjacent to such Lot, shall be maintained, repaired and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ARC. Painting of driveways and/or sidewalks is expressly prohibited. Where applicable, each Owner shall also be responsible for maintaining and irrigating the landscaping within the adjacent public right-of-way located between the boundary of their Lot and the street. Owners may not remove grass, trees, shrubs, or similar vegetation from this area without prior written approval from the ARC.

B. Landscaping

In the event any Owner of any Lot within the Property fails to maintain the landscaping, grass or vegetation of a Lot in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event any Owner of any Lot fails to maintain the exterior of the Lot or improvement (including but not limited to the exterior of the Dwelling, improvement or other structures and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Lot and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other

improvement located upon such Lot, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association shall be secured by the continuing lien created herein.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said Lot into compliance with these restrictions.

All Owners' replacement, repair and restoration practices as to the improvements on Property within Avalon at Cypress are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It shall be the Owner's obligation to have repaired or reconstructed any damage or destruction to their Dwelling or Lot.

If a Dwelling, landscaping, Outbuilding or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner shall bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within a time period established by the Association on a case-by-case basis, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding Dwellings that are totally destroyed due to casualty, the Owner(s) of such Dwellings must have the Dwellings or damaged portions of the Dwellings razed within a time period established by the Association on a case-by-case basis, and replaced within a time period established by the Association on a case-by-case basis, with such replacement subject to ARC prior written approval.

Owner responsibilities and apportionment of costs related to repair or reconstruction of party walls, foundations and roofs shall be dealt with in accordance with the provisions set forth in this Declaration.

ARTICLE XII. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be

approved by at least a majority of the Board, and shall become effective upon execution. The variance must be signed by a member of the Board and recorded in the Official Public Records of Harris County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration and/or the Dedicatory Instruments shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration and/or the Dedicatory Instruments for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration and/or the Dedicatory Instruments. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained herein to the contrary, during the Development Period, the Declarant shall have the unilateral right to grant a variance of any of the covenants, conditions and restrictions contained in the Dedicatory Instruments so long as the variance is in keeping with the aesthetics of the Property.

ARTICLE XIII. LIMITATION OF LIABILITY

NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR ANY OF THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE FOREGOING, SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE AFOREMENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY MATTERS REQUIRING APPROVAL HEREUNDER. APPROVAL BY THE ARC, THE BOARD, OR THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF REPRESENTATION, WARRANTY OR GUARANTEE AS TO COMPLIANCE WITH LOCAL OR STATE LAWS OR THE INTEGRITY OR WORKABILITY OF THE PLANS NOR THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of Property within the Property, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest and costs as more particularly set forth in this Declaration and any Supplemental Amendment, including but not limited to the following:

1. Annual Assessment
2. Special Assessment

3. Capitalization Fee

4. Gated Section Fee

5. Gated Section Capitalization Fee

The Annual Assessment, Special Assessment, Capitalization Fee, Gated Section Fee, Gated Section Capitalization Fee (each defined hereinafter) and any other assessment or charge set forth in this Declaration or a Dedicatory Instrument (collectively the "Assessment"), together with attorney's fees, late fees, interest and costs shall be a charge and continuing lien in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with attorney's fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

B. Annual Assessments

1. Purpose

The Lots within the Property shall be subject to the "Annual Assessment". Annual Assessments levied by the Association shall be used for any legal purpose for the benefit of the Property as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, Area of Common Responsibility, sidewalks, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks and entryways, patrol service, street maintenance, street lighting, mosquito control, landscape architecture, greenbelts, fences or walls, regulatory signage or directional signage, signalization, special pavement markings (as required by the city or county), entrances and entrance monuments, public or private art or sculptures, other services as may be in the Property's and Owners' interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control or operation of the Property. The Association may, in its sole discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for costs related to the participation in any agreement with other property owners associations or with owners

or operators of nearby property for the benefit of Association Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements shall require a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

2. Creation

Payment of the Annual Assessment shall be the obligation of each Owner, subject to the provisions below, and shall constitute a lien on the Lot(s), binding and enforceable as provided in this Declaration.

3. Rate

The initial Annual Assessment established by the Association shall not exceed one thousand two hundred dollars ($1,200.00) per Lot. Declarant shall elect annually to pay the deficit between the total approved operating budget for the year less the total amount due by Class A Members (the "Deficit"), or elect to pay Annual Assessments, so long as there is a Deficit, at the rate of fifty percent (50%) of the amount assessed Class A Members for each Lot it owns within the Property.

Notwithstanding anything contained herein to the contrary, the Declarant is hereby vested with the authority, without the obligation, to elect to pay the lesser of the options set forth in the previous sentence, even if the option selected results in the Declarant owing nothing. The Declarant's obligation to fund the Deficit shall automatically terminate without further action or consent by any party, when Declarant no longer owns any portion of the Property. Declarant is required to provide written notice to the Board each year by September 1st of its elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant shall be billed the difference between the total approved operating budget for the year less the total amount due by Class A Members. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home or sales office Lot shall not be subject to any Assessments created herein. Upon conveyance of such model home or sales office Lot to a purchaser, said Lot shall thereafter be subject to all Assessments and charges provided for in this Declaration and as secured by the lien created herein.

4. Commencement

For purposes of calculation, the initial Annual Assessment for a Lot shall commence on the date of closing. Annual Assessments shall be due in advance on January 1st for the coming year and shall be delinquent if not paid in full as of January 31st of each year.

5. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the

commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated Annual Assessment amount for that year.

6. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then-current Annual Assessment to reasonably meet the expenses for providing services and capital improvements within the Property and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

Annual Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.

The annexation of all or a portion of property adjoining the Property may result in the Board adjusting the rate of Annual Assessments to be charged to the annexed property such that the adjusted Annual Assessments may not be uniform with the Annual Assessments being charged to other Owners. The Board shall have the absolute discretion to determine any such adjustment on a case-by-case basis.

C. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a "Special Assessment" applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement in the Common Area or Area of Common Responsibility, or any unbudgeted expenses or expenses in excess of those budgeted, or unusual, or infrequent expenses benefiting the Association, provided that any such Special Assessment shall have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of the Declarant during the Development Period. Such Special Assessments will be due and payable as set forth in the resolution authorizing such Special Assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth hereinabove and shall be prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being

levied. Special Assessments shall be due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant shall not be obligated to pay Special Assessments.

D. Capitalization Fee

Each person or entity acquiring title to a Lot ("Grantee") within the Property hereby covenants and agrees to pay to the Association a capitalization fee, which shall be an amount equal to one hundred percent (100%) of the then-current Annual Assessment (the "Capitalization Fee"), unless otherwise determined by the Board. Such Capitalization Fee shall be payable to the Association on the date of the transfer of title to a Lot and shall not be prorated. The Capitalization Fee shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such Annual Assessments. The payment of the Capitalization Fee shall be secured by the continuing lien set forth herein and shall be collected in the same manner as Assessments.

The transferring Owner shall notify the Association's Secretary, or managing agent, of a pending title transfer at least seven days prior to the transfer. Such notice shall include the name of the Grantee, the date of title transfer, and other information as the Board may require. The Capitalization Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of the Property, including the placement of such Capitalization Fee in a reserve account.

1. Exempt Transfers. Notwithstanding the above, a Capitalization Fee will not be levied upon the transfer of title to a Lot:

    a. to the Declarant;
    b. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
    c. to the Owner's estate, trust, surviving spouse, or child;
    d. to any entity wholly owned by the Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Capitalization Fee shall become due;
    e. to the Association; or
    f. by the Association.

E. Gated Section Fee

Owners of Lots within the gated section(s) of Avalon at Cypress are hereby advised that they have a continued and ongoing obligation to pay a Gated Section Fee, as set forth in detail hereinafter, that will cover the costs for maintenance, repair and replacement, and any reserve fund related thereto, of the Common Areas (including improvements thereon) located within any such gated section. The payment of the Gated Section Fee shall be secured by the continuing lien set forth herein and shall be collected in the same manner as Assessments.

1. Rate:

The initial Gated Section Fee established for the Lots within the gated section(s) of Avalon at Cypress shall be Two Hundred and Fifty and No/Dollars ($250.00) per Lot, per year. Provided, however, Declarant shall not be obligated to pay the Gated Section Fee. The Gated Section Fee shall be in addition to, not in lieu of, any other Assessment obligation imposed upon the Lots within Avalon at Cypress.

2. Commencement:

For purposes of calculation, the initial Gated Section Fee for a Lot shall be due and payable to the Association on the date of the transfer of title to a Lot to an Owner and shall not be prorated. The Gated Section Fee shall be due in advance on January 1st for the coming year and shall be delinquent if not paid in full as of January 31st of each year.

3. Levying:

The Board shall determine the sufficiency or insufficiency of the then-current Gated Section Fee and may, at its sole discretion and without a vote by the Members, increase the Gated Section Fee in an amount necessary to cover the costs associated with the maintenance, repair, replacement and reserve fund, if any, associated with the Common Areas (including improvements thereon) within the gated section(s) of Avalon at Cypress.

F. Gated Section Capitalization Fee

Each person or entity acquiring title to a Lot ("Grantee") within a gated section of Avalon at Cypress hereby covenants and agrees to pay to the Association a gated section capitalization fee, which shall be an amount equal to one hundred percent (100%) of the then-current Gated Section Fee (the "Gated Section Capitalization Fee"), unless otherwise determined by the Board. Such Gated Section Capitalization Fee shall be payable to the Association on the date of the transfer of title to a Lot and shall not be prorated. The Gated Section Capitalization Fee shall be in addition to, not in lieu of, the Gated Section Fee and shall not be considered an advance payment of such Gated Section Fee. The payment of the Gated Section Capitalization Fee shall be secured by the continuing lien set forth herein and shall be collected in the same manner as Assessments.

The transferring Owner shall notify the Association's Secretary, or managing agent, of a pending title transfer at least seven 7) days prior to the transfer. Such notice shall include the name of the Grantee, the date of title transfer, and other information as the Board may require. The Gated Section Capitalization Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of the gated section(s) within Avalon at Cypress, including the placement of such Gated Section Capitalization Fee in a reserve account.

1. Exempt Transfers. Notwithstanding the above, a Gated Section Capitalization Fee will not be levied upon the transfer of title to a Lot:

   a. to the Declarant;

b. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
c. to the Owner's estate, trust, surviving spouse, or child;
d. to any entity wholly owned by the Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Gated Section Capitalization Fee shall become due;
e. to the Association; or
f. by the Association.

G. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorney's fees, interest, late fees and costs as necessary for collection, shall be a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney's fees, interest, late fees, and costs, shall also be the personal obligation of the Owner of the Lot at the time the Assessment became due unless otherwise provided in Article XIV herein.

2. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien is hereby created in favor of the Association and shall run with title to each Lot within the Property, which lien may be foreclosed upon by the Association pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is hereby appointed Trustee to exercise the Association's power of sale. The Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth notice that delinquent sums are due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property

Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; and, (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorney's fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

H. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage (including any renewal, extension, rearrangement or refinancing thereof) on any Lot. The sale or transfer of any Lot shall not affect the lien. The sale or transfer shall not relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the mortgagee holding a purchase money mortgage of record or other purchaser of a Lot obtains title pursuant to foreclosure of the mortgage, it shall not be liable for the share of the Assessments or other charges by the Association chargeable to such Lot that became due prior to such acquisition of title. However, from the date of foreclosure forward, such Assessments shall again accrue and be payable to the Association.

I. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot shall be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XV. MODIFICATION AND TERMINATION OF COVENANTS

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration, or a Supplemental Amendment, is amended and restated in the future, such amendment and restatement shall not affect or disturb the lien created herein or any annexation

accomplished by the Supplemental Amendment, which lien and annexation shall continue to be in full force and effect from the date the Declaration and Supplemental Amendment were recorded.

A. Amendment by Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

After the expiration of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owners, entity, Lender or other person if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein or in any Supplemental Amendment, or correcting any inadvertent misstatements, errors or omissions herein or in any Supplemental Amendment; provided, however, any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant shall be recorded in the Official Public Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment, and any amendment thereto, the amendment will control.

Any amendment made by the Declarant shall become effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified or terminated by the approval of Owners of a majority of the Lots and the written consent of the Declarant. After the termination of the Development Period, approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration and any Supplemental Amendment; provided however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above of said amended declaration or amended supplemental amendment (as evidenced by the President's or Vice-President's signature) the amended declaration or amended supplemental amendment shall be recorded in the Official Public Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;

2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;

3. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or

4. by any other method permitted under this Declaration or applicable law. Any limitation of amendment to the Declaration and any Supplemental Amendment related to said Property shall not limit the rights of the Declarant pertaining to the Declaration and any Supplemental Amendment as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Properties, as provided herein; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XVI. ALTERNATE DISPUTE RESOLUTION

It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances or disputes involving the Property, including, without limitation, claims grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Dedicatory Instruments.

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board; officers in the Association; or the Association. Provided, however, the Board has discretion to determine whether the Association will participate in the dispute resolution procedures set forth herein regarding claims made by the Association and/or enforcement of the Dedicatory Instruments.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Property, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of Assessments and/or the foreclosure of the lien by the Association as set out in the Declaration.

E. Term

This Article shall be in full force and effect during the Development Period. Thereafter, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board votes to terminate the provisions of this Article.

ARTICLE XVII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this Declaration

or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

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 applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas, and mandatory venue shall be in Harris County, Texas. Any and all obligations performable hereunder are to be performed in Harris County, Texas.

F. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines shall be secured by the continuing lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated

association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot as the current address. If an Owner leases the property, he shall supply the name of the Occupant present upon the execution of any lease.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT ACKNOWLEDGE THAT THE ENTRY GATES ARE SOLELY FOR ACCESS CONTROL PURPOSES AND ARE NOT FOR SECURITY PURPOSES. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY ENTRY GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, Areas of Common Responsibility, reserves or open space within

the Property will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs or other landscaping. The Association has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, Area of Common Responsibility or the Common Area, based on the impact of such improvements on the Owner's view.

M. Video, Data and Communication Service Agreements

Subject to the approval of the Declarant during the Development Period, the Association has or may hereafter enter into an agreement with a service provider for the provision of cable television, data and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located within the Property. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted herein, and such Assessments shall be supported by the lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data and/or communication services provided and paid for by the Association with Assessments.

N. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners, shall also apply to all Occupants of any Lot or Dwelling. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Property and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

O. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than the Declarant, transferring title shall continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot shall pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees shall be in such amount as the Board may reasonably determine necessary to cover its costs, including

but not limited to, fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than the Declarant, shall transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute ("Resale Certificate") indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code.

The Association may charge a reasonable fee in accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

P. Number of Lots Subject to Declaration

The number of residential Lots that may be created within the Property and made subject to this Declaration is 859. Provided, this section does not constitute warranty or representation by the Declarant as to the total number of Lots that will ultimately be created and subjected to the provisions of this Declaration.

Q. Water Management

Each Owner acknowledges and agrees that some or all of the water features, which may include but are not limited to, rivers, bayous, ponds, streams, creeks, lakes and/or any wetlands in or adjacent to the Property may be designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area and as a result of natural events such as hurricanes or tropical storms, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Association nor Declarant has, and neither is obligated to, exert control over such elevations. Each Owner agrees to, by purchase of a Lot, release and discharge Declarant and Association from and against any and all losses, claims, damages (compensatory, consequential, punitive or otherwise), injuries or deaths, and expenses of whatever nature or kind, including without limitation legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners may not alter, modify, expand, fill or otherwise adversely affect any water features, wetlands or waterways located within or in the vicinity of the Property without the prior written approval of the authorities as may have relevant jurisdiction over such matters.

R. Master Plan

"Master Plan" means the land use plan for the development of Avalon at Cypress, if any, prepared by or at the request of Declarant, as it may be amended by Declarant in its sole and absolute discretion, from time to time, which plan includes the Property encumbered by this Declaration. The Association is not a party to the Declarant's Master Plan and has no authority regarding Declarant's land use decisions. Said Master Plan may include all, none, or a portion of property owned by Declarant, which Declarant may, without the obligation to do so, from time to

time subject to this Declaration by a subsequently recorded written document. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property owned by Declarant from the Master Plan bar its later annexation in accordance with this Declaration. Additionally, any use indicated on the Master Plan is tentative and subject to change by the Declarant without notice to the Owners.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 14 day of July, 2021.

DECLARANT:

TAYLOR MORRISON OF TEXAS, INC.

By: _____
Print Name: Robert L Skinner
Print Title: Authorized Agent

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Robert L Skinner, the Authorized Agent of TAYLOR MORRISON OF TEXAS, INC. a Texas corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of July, 2021.

_____
Notary Public – State of Texas

Brenda Joyce McCullah
My Commission Expires
12/28/2023
ID No 125928826

RP-2021-399356

LIENHOLDER CONSENT AND SUBORDINATION

U.S. BANK NATIONAL ASSOCIATION, D/B/A HOUSING CAPITAL COMPANY ("Beneficiary"), being the sole beneficiary of a Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated February 11, 2021, and recorded in the County of Harris, State of Texas, under Recording No. RP-2021-97816 (the "Deed of Trust") and other liens, assignments and security interests encumbering all or a portion of the Property, hereby consents to the terms and provisions of this Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the Deed of Trust or any other document executed in connection with or as security for the indebtedness above described, and, subject to the terms of the paragraph immediately below, subordinates the liens of the Deed of Trust and any other liens and/or security instruments securing said indebtedness to said Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

Notwithstanding the foregoing subordination, the Deed of Trust shall be a "purchase money mortgage" for the purposes of Article XIV, subsection (H) of the Declaration and, in connection therewith, (i) all Assessments and liens provided for in this Declaration, shall be subordinate to the lien of the Deed of Trust; (ii) the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of the Deed of Trust, or deed in lieu thereof, shall extinguish the lien resulting from any such Assessments as to payments which became due prior to acquisition of such Lot(s); *and* (iii) Beneficiary, its successors and assigns, shall not be liable for unpaid Assessments for any Lot that accrue prior to acquisition of title to such Lot.

SIGNED AND EXECUTED on July 14, 2021.

U.S. BANK NATIONAL ASSOCIATION,

d/b/a Housing Capital Company

By: Deanna Rollins

Name: Deanna L. Llanos

Its: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Orange)

On July 14, 2021 before me, Aja Saavedra , Notary Public, personally appeared Deshawn L. Hanus

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

AJA SAAVEDRA
Notary Public - California
Los Angeles County
Commission # 2318056
My Comm. Expires Jan 7, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

RP-2021-399356

EXHIBIT "A"

(Metes and Bounds Description Follows)

County: Harris
Project: Bridge Creek
M.S.G.: 191139-R6
Job Number: 3853-ALTA

FIELD NOTES FOR A 262.11 ACRE TRACT

Being a tract of land containing 262.11 acres (11,417,625 square feet), located in the J.A. Arnold Survey Abstract-1377 in Harris County, Texas; Said 262.11 acre tract of land being out of a called 569.63 acre tract of land recorded in the name of 99 West 570 Partners, LLC. (44% interest owned), Terra Prima, Ltd. (20% interest owned), Blossom Development, Inc. (21% interest owned), and Silvestri Investments of Florida, Inc. (15% interest owned), under Harris County Clerks File Number (H.C.C.F. No.) RP-2016-277038; said 262.11 acre tract of land being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

COMMENCING at a 3/4-inch iron pipe with BGE cap found for the southeast corner of a called 56.6210 acre tract recorded in the name of Harris County Flood Control District (H.C.F.C.D.) under H.C.C.F. No. RP-2017-416114, on the west line of a 180-feet wide Fee Strip recorded in the name of Houston Lighting and Power (H.L. & P.), at the northeast corner of a called 13.7879 acre tract recorded in the name of Harris County Municipal Utility District No. 165 (H.C.M.U.D. 165);

THENCE, with the north line of said 13.7879 acre tract, being the south line of said 56.621 acre tract, South 87 degrees 22 minutes 59 seconds West, a distance of 700.06 feet to a 5/8-inch iron rod found marking the southwest corner of said 56.621 acre tract, the southeast corner of a called 150.00 acre tract (Tract 1B; save and except Director's Lots recorded in H.C.C.F. Nos. RP-2018-568838, RP-2018-568840, RP-2018-568842, RP-2018-568844, and RP-2018-568846), and being on a north line of said 569.63 acre tract, for the northerly northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the westerly and southerly lines of said 13.7879 acre tract, the following three (3) courses:

1. South 01 degrees 50 minutes 18 seconds East, a distance of 488.34 feet to a 5/8-inch iron rod with Miller Survey Group (M.S.G.) cap set for angle point;

2. South 01 degrees 54 minutes 03 seconds East, a distance of 369.64 feet to a 5/8-inch iron rod with M.S.G. cap set for an inner corner;

3. North 87 degrees 23 minutes 19 seconds East, a distance of 296.57 feet to a 5/8-inch iron rod with Ally cap found for the northwest corner of a called 5.1169 acre tract recorded in the name of H.C.M.U.D. 165 (Wastewater Treatment Plant 2);

Thence, with the westerly and southerly lines of said 5.1169 acre tract, the following three (3) courses:

1. South 02 degrees 40 minutes 36 seconds East, a distance of 534.86 feet to a 5/8-inch iron rod with Ally cap found for angle point;

2. South 52 degrees 45 minutes 13 seconds East, a distance of 32.79 feet to a 5/8-inch iron rod with Ally cap found for angle point

3. North 88 degrees 11 minutes 37 seconds East, a distance of 370.78 feet to a 5/8-inch iron rod with M.S.G. cap set for the southeast corner of said 5.1169 acre tract, the southwest corner of a called 1.2543 acre tract (Wastewater Treatment Plant 2) recorded in the name of H.C.M.U.D. 165on the east line of said 569.63 acre tract, being the west line of a called 616.0368 acre tract recorded in the name of McGill Legacy, Ltd. In H.C.C.F. No. S326025, for the easterly northeast corner of the herein described tract (from which a 5/8-inch iron rod with Ally cap found bears North 83 degrees 29 minutes West, a distance of 0.6 feet);

THENCE, with the line common to said 569.63 and 616.0368 acre tracts, the following two courses:

1. South 01 degrees 54 minutes 03 seconds East, a distance of 1,829.41 feet to a 1-inch iron pipe found at the southeast corner of said 569.63 acre tract and an inner corner of said 616.0368 acre tract, for the southeast corner of the herein described tract;

2. South 87 degrees 52 minutes 26 seconds West, a distance of 1,570.41 feet to a 1-inch iron pipe found at the westerly northwest corner of said 616.0368 acre tract, being the northeast corner of a called 357.7 acre tract recorded in the name of Landmark Industries in H.C.C.F. No. 20150498976;

THENCE, with the line common to said 569.63 and 357.7 acre tracts, South 87 degrees 48 minutes 41 seconds West, a distance of 2,207.35 feet to a 5/8-inch iron rod with Miller Survey Group (M.S.G.) cap set for the southerly southwest corner of the herein described tract;

THENCE, through and across said 569.63 acre tract, the following seven (7) courses:

1. North 02 degrees 11 minutes 18 seconds West, a distance of 370.00 feet to a 5/8-inch iron rod with M.S.G. cap set for an angle point;

2. South 87 degrees 48 minutes 42 seconds West, a distance of 325.00 feet to a 5/8-inch iron rod with M.S.G. cap set for an angle point;

3. North 02 degrees 11 minutes 18 seconds West, a distance of 32.85 feet to a 5/8-inch iron rod with M.S.G. cap set at the beginning of a curve to the right;

4. 716.10 feet along the arc of said curve to the right, having a radius of 2000.00 feet, a central angle of 20 degrees 30 minutes 53 seconds, and a chord that bears North 08 degrees 04 minutes 09 seconds East, a distance of 712.28 feet to a 5/8-inch iron rod with M.S.G. cap set at a point of tangency;

5. North 18 degrees 19 minutes 35 seconds East, a distance of 840.94 feet to a 5/8-inch iron rod with M.S.G. cap set at the beginning of a curve to the left;

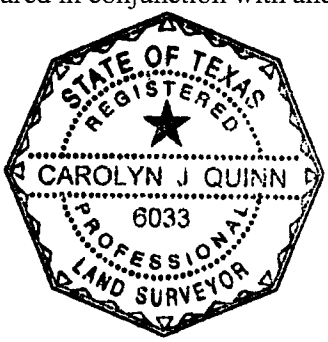
6. 1,091.94 feet along the arc of said curve to the left, having a radius of 2000.00 feet, a central angle of 31 degrees 16 minutes 55 seconds, and a chord that bears North 02 degrees 41 minutes 08 seconds East, a distance of 1,078.43 feet to a 5/8-inch iron rod with M.S.G. cap set at a point of tangency;

7. North 12 degrees 57 minutes 19 seconds West, a distance of 258.17 feet to a 5/8-inch iron rod found for the southwest corner of a called 62.19 acre tract (Tract 3) recorded in the name of WLH Communities – Texas LLC, in H.C.C.F. No. RP-2019-82570, being an inner corner of said 569.63 acre tract, for the northwest corner of the herein described tract;

THENCE, with a north line of said 569.63 acre tract and the south line of said 62.19 and 150.00 acre tracts, North 87 degrees 22 minutes 59 seconds East, a distance of 2,954.69 feet to the **POINT OF BEGINNING** and containing 262.11 acres of land.

An ALTA/NSPS Land Title Survey has been prepared in conjunction with and accompanies this description.

Carolyn J. Quinn, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6033



Miller Survey Group
Texas Firm Registration No. 10047100
PH: (713) 413-1900
June 19, 2019
Revised: October 7, 2019
Revised: October 17, 2019
Revised: December 12, 2019
Revised: December 30, 2019
Revised: January 27, 2020
Revised: February 18, 2020
Revised: July 31, 2020
DWG No. 3853-ALTA.dwg

RP-2021-399356

Pages 69

07/15/2021 11:58 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $286.00

RP-2021-399356

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS