

**BENDERS LANDING
HOMEOWNERS ASSOCIATION, INC.**

**ARCHITECTURAL
GUIDELINES**

DEFINITIONS

Terms used in this document have the following meaning:

Association	Benders Landing Homeowners Association, Inc.
Board of Directors	The Board of Directors of the Association.
ACC	The Architectural Control Committee of the Association
Member	Every person or entity who holds a membership in the Association.
Owner	The record Owner, whether one or more persons or entities, of fee simple title to any Lot or Reserve which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.
Declaration	The "Declaration of Covenants, Conditions and Restrictions" applicable to Benders Landing.
Benders Landing	All sections of the Benders Landing subdivision to which The Declaration applies and subject to the jurisdiction of the Association.
Builders	Persons or entities that purchase lots and build speculative or custom homes, thereon for third party purchasers
Common Area	All real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, detention Lakes, Lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter be entitled to use.
Detention lakes	Bodies of water covering a portion of Restricted Reserves in the Subdivision. The water area of said Detention Lakes is a Common Area and Owners may use Detention Lakes for limited recreation use. The water area of said Detention Lakes is a Common Area and subject to the rules and regulations imposed for such use by the Developer or the Association as set forth herein. Detention Lakes are for the exclusive use by Owners and their guests.
Contractor	A person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.
Developer	Houston Lipar, LTD., and its successors and assigns. Provided, however, no person or entity merely purchasing one or more Lots from Houston Lipar, LTD. in the ordinary course of business shall be considered a "Developer".
Lot	Any plot of land identified as a Lot or tract on the Plat of the Subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves", "Restricted Reserves" or "Unrestricted Reserves", (defined herein as any Common Areas, Reserves, Restricted Reserves, Restricted Open Space Reserves, or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area. No Lot may be resubdivided without the prior written consent of the Association.
Living Area	The area computed using exterior dimensions of the entire living area of a residence that is heated and cooled; e.g. both floors of a two-story residence, excluding attic, garage, basement, breezeway or porch.

Overview

The purpose of architectural design review is to keep the community attractive for the enjoyment of the residents and for the protection of property and property values. The Declaration authorizes the ACC to establish rules, standards and procedures for the orderly development of the subdivision and requires homeowners to obtain written approval from the ACC for any buildings, additions or other improvements to their property. This is to ensure that the improvements comply with the provisions of the Declaration and the ACC Guidelines. The ACC and Board have established these guidelines in accordance with the authority granted to them by the provisions of the Declaration and certain grants made by the Declarant.

These guidelines have been established to assure uniform and fair application of the Declaration and are intended to provide all lot owners in Benders Landing with information about: the type, color, quality of materials which may be used in the construction of various kinds of improvements; the size and locations of such improvements; and information about the procedures used by the ACC in reviewing applications for proposed improvements.

While these guidelines are established as a guide for homeowners in the development of their property, they do not replace the authority of the ACC to review and approve all applications for dwellings, building, additions or improvements. Each application submitted to the ACC is separate and apart from any and all other applications submitted for approval, and is approved or disapproved based on the specific merits of the application submitted to the committee. These guidelines may be amended by the ACC as it deems necessary and appropriate.

ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

A. Application Procedure

1. **SUBMISSION.** All applications for approval to make any exterior changes, additions or improvements must be submitted to the ACC in writing by completing the application form currently in use by the ACC, a copy of which is attached hereto as Exhibit "A", such form as may hereafter be adopted by the ACC. Plans and specifications for any exterior change, addition or improvement should be attached to the application. All applications, additional information, or requests for appeal shall be mailed or delivered to the office of the managing agent of the Association, not to members of the ACC or Board of Directors.

The application should be supported by the following information:

- a. Drawing (s) of the proposed structure showing the top, front, side, and rear exterior views; overall dimensions (length, width, height) of the structure; and the layout and dimensions of supporting structures (e.g. beams, rafters, trusses, etc.);
- b. A copy of an official survey of the lot showing location of the easements, existing buildings and structures, and proposed location of the improvement;
- c. A description of all materials used, including product name, model number, size, color, etc. Color samples (e.g. "paint chips" for all colors involved must be included.

The ACC reserves the right to request additional information deemed by it to be necessary to properly evaluate the application. In the event that the ACC requests additional information and such information is not submitted to the ACC by the applicant in a timely manner (so that the application may be approved or disapproved within forty-five (45) days of its receipt), the application shall be denied. However, the applicant may thereafter submit a new application with the requested information to the ACC for its review.

2. **ACC DECISIONS.** ACC committee members shall consider each application for compliance with the restrictive covenants of the Declaration, with these guidelines, with the esthetic appearance of the improvement, and the improvement's harmony of design, materials and color with the environs of the community (See section titled "Architectural Control Committee"). The decision of the majority of members to approve or disapprove an application shall be considered the decision of the ACC.

ACC decisions shall be conveyed in writing by the managing agent of the Association to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason (s) for disapproving the application.

In accordance with the Declaration, any application that is not approved or disapproved within forty-five (45) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (i) any such approval shall extend only to architectural guidelines and not to any of the use restrictions set forth in the Declaration and (ii) in no event shall non-action be deemed to constitute approval of an application for any change, addition, or improvement or any other item that would violate the restrictive covenants in the Declaration, all approved exterior changes, additions or improvements shall be completed within thirty (30) days of the date construction, installation or erection is commenced.

3. **BOARD OF DIRECTOR APPEALS.** In the event that the application is denied by the ACC, the applicant may within thirty (30) days submit an appeal to the Board of Directors. The Board of Directors shall review the appeal at one of its next two (2) meetings following the date upon which the appeal is received and notify the applicant of the Board's decision. All decisions of the Board of Directors shall be final.
4. **STATUS OF APPLICATION DURING APPEAL.** During the appeal period, the decision of the ACC on the original application shall remain in effect. Failure of the Board of Directors to respond to a request for reconsideration within the thirty (30) days of the date of its receipt shall not automatically result in approval of the original application.
5. **RESUBMITTAL REQUIREMENT.** If home construction has not started with setting of forms within nine (9) months of approval of application, the application must be resubmitted for approval before construction can begin.

USE RESTRICTIONS

Single Family Residential Construction

No building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one single-family dwelling unit ("Dwelling") per each Lot to be used solely for residential purposes except that one guest/servants house may be built provided it matches the same design as main Dwelling and said guest/servants house must contain a minimum of 500 square feet and a maximum of not more than 50% of the square footage of the main dwelling, and be built after or while the main dwelling is being built and be approved in writing by the ACC prior to construction. Each Dwelling shall have a fully enclosed garage for not less than two (2) cars, which garage is available for parking automobiles at all times without any modification being made to the interior of said garage. Detached garages may be constructed on the property after or while the main dwelling is being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, garages must be built for at least two (2) vehicles and not more than five (5) vehicles. Occupancy shall be limited to one (1) family, which shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit. It is not the intent of the Association to exclude any individual from a dwelling who is authorized to so remain by any state or federal law. If it is found that this section, or any other section, of the Declaration or these Guidelines are in violation of any law, then the prohibited section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law. All dwellings, detached garages, work shops and outbuildings must be approved in writing by the ACC prior to being erected, altered or placed on the property and according to the guidelines adopted by the Committee. There shall be no workshops, barns or outbuildings constructed, erected, placed or permitted on Detention Lakefront. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot or any log homes and said manufactured or mobile and used homes or log homes are not permitted within the Subdivision. All Dwellings except for Dwellings located on Lots designated in hereof, shall have a minimum of 2,400 square feet of living area, excluding porches, and be built with new construction materials. There shall be a minimum of 1,600 square feet of living area on the first floor of any multi-story home. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. Dwellings, garages, workshops, carports and outbuildings shall be of at least sixty-five (65%) percent masonry construction or its equivalent on its exterior wall area, unless another type of material is approved in writing by the Committee, (stucco, stone and brick are

considered masonry). All detached garages, workshops, carports and any outbuilding shall be constructed to match the construction of the dwelling with masonry of the same type, percentage and color as the dwelling (For example, if the dwelling is 65% brick, any detached garage, workshop, carport or outbuilding must be 65% brick). Any workshop or outbuilding must be on a slab and have carriage doors. The roof of any Dwelling shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other material approved by the ACC and according to the guidelines adopted by the Committee, prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling other than as flashing is prohibited. All chimneys shall be of masonry construction (stone, stucco, or brick). The chimney shall not be constructed of Hardi-plank or a similar material. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, modular or manufactured homes, pre-fabricated or log homes being placed on said Lots, or the use of said Lots for duplex houses, churches, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office in a Dwelling with no advertising signs or regular visits by customers or clients. No log siding shall be used on exterior of any Dwelling.

(a) **Detention Lakefront Lots.** Dwellings on Detention Lakefront Lots shall be subject to the same residential and construction standards as other lots except as follows:

- i) Dwellings on Detention Lakefront Lots shall contain a minimum of 2,800 square feet of living area, excluding porches; and
- ii) The first floor of a multi-story Dwelling on a Detention Lakefront Lot shall contain a minimum of 2,000 square feet of living area, excluding porches; and
- iii) The rear exterior of Dwellings on Detention Lakefront Lots must be made of at least fifty (50%) percent brick, stone or stucco.

Composite Building Site

Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the ACC, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such easements are not then being used for utility purposes. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same block. Such Composite Building Site will be considered as one (1) Lot for purposes of the Maintenance Charge set forth herein.

Location of the Improvements upon the Lot

No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or waterway than as may be indicated on the Plat; provided, however, as to any Lot, the ACC may waive or alter any such setback line if the ACC, in the exercise of the ACC's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the ACC. On corner lots, the Front of lot is defined as (i) on a rectangular lot, the narrowest property line facing a street or on a (ii) square lot the property line facing a the secondary road. The Recorded plat will show all building line set-back lines and in the event of a conflict with these Restrictions, said Plat shall control.

The minimum dimensions of any Lot and the building set back lines shall be as follows (provided, any conflict with the building set back lines set forth on the Plat shall be controlled by the Plat):

- i) The building set back line along the front of each Lot shall be seventy-five (75') feet on all Lots, unless otherwise shown on the Plat.

- ii) The building set back line along the side of each Lot shall be twenty (20') feet, on all Lots, unless otherwise shown on the Plat.
- iii) The building set back line along the rear of each Lot shall be twenty (20') feet, on all Lots, unless otherwise shown on the Plat.
- iv) The building set back line along the rear of any Lot adjoining a Common Area Detention Lake or Park shall be seventy-five (75') feet, unless otherwise shown on the Plat.

Residential Foundation Requirements

All building foundations shall consist of either: (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the ACC. Provided, however, the ACC may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be twelve (12") inches above 100 year flood plain or twelve (12") inches higher than the crown of any down gradient roadway, or such other level as may be established by the Commissioner's Court or County Engineer of Montgomery County, Texas, and other applicable governmental authorities. The minimum slab elevation must also be a minimum of twelve (12") inches above the finished grade of the Lot or the foundation perimeter, unless otherwise approved by the Committee.

All references to required minimum slab elevations and/or any slab elevations approved by the Committee do not constitute a guaranty by the Developer, the Committee or the Association that the residence will be free of flood or related damage.

All foundations are required to be engineered and designed by a licensed, registered engineer based upon appropriate soils information taken from the specific Lot in question as recommended by such engineer. However, at the minimum, soils borings and soils reports by a qualified soils engineer are required for all Lots prior to such engineer's design of the foundation.

The residential foundation plans to be used in the construction of the Dwelling must be submitted to the Committee along with the plans and specifications for the residence as required herein. All foundation plans must be signed, sealed and dated by the engineer designing said foundation plans. The Committee shall rely solely upon Owner/Builder's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed. No independent evaluation of foundation plan is being made by the Committee. The Committee's sole function as to foundation plans are to determine if the plans have been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

The Owner/Builder shall establish and construct the residence and garage slab elevation sufficient to avoid water entering into the Dwelling and garage in the event of a heavy rain. A special drainage structure, as recommended and designed by a licensed engineer or other person on behalf of the Owner is recommended wherein the slab elevation is lower than the road ditches.

The granting of approvals of foundation plans and the Dwelling and garage slab elevation shall in no way serve as warranty as to the quality of the plans and specifications and/or that Dwelling shall be free from flood damage from rising or wind driven water or the flow of surface water from other locations within the Subdivision and in no event shall the Committee or the Association have any liability as a result of the Committee's approval or disapproval of the resulting improvement.

Type of Construction, Materials and Landscaping

(a) Dwellings, garages, carports and outbuildings shall be of at least sixty-five (65%) percent masonry construction or its equivalent on its exterior wall area, unless another type of material is approved in writing by the Committee, (stucco, stone and brick are considered masonry). All chimneys shall be of masonry (stone, stucco or brick) construction.

(b) No external roofing material other than slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's

specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

(d) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve the exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Driveways

All driveways in the Subdivision shall be constructed of concrete or asphalt at Owner's expense, and shall be completed within twelve (12) months from the setting of forms for the foundation of said Dwelling or structure as indicated herein. Further, the driveway or entrance to each Lot from the pavement of the street shall be paved with concrete or asphalt and shall include concrete headwalls and County approved culverts installed to cross any roadside drainage ditch. At the property owners' expense, a county approved culvert shall be installed to cross any roadside drainage ditch according to the Developer's Engineer and County standards. All driveway culverts shall be installed (4") inches below the original ditch flowline, which is needed for County Acceptance. Any modifications needed for County Acceptance will be at the Property Owner's expense .

Water Supply

Developer has contracted with a third party for the installation of a central water system for the Subdivision. All residential Dwellings in this Subdivision shall be equipped with and served by a central fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the ACC and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering common areas and filling of detention Lakes or ponds in common areas. All Dwellings must tap into and remain connected to the central water system for the Subdivision.

Electric Utility Service

Prior to beginning any construction on a Lot, each Lot owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact the electric utility company providing service to the Subdivision to determine the amount of such charge and make arrangements for the installation of said electrical service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

Sanitary Sewers

No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency or agencies. The aerobic type septic systems are preferred.

Walls, Fences and Hedges

Walls and fences, if any, must be approved prior to construction by the ACC and no wall, fence, planter or hedge in excess of six (6') feet in height shall be erected, planted or maintained on any Lot. Only four (4') feet or six (6') feet fencing is permitted. No wall, fence, planter or hedge shall be erected, planted or maintained outside of the lot lines of a Lot. No wire of any kind shall be used as fencing material or a part of fencing material used for fencing in front of home. The following additional restrictions shall apply to walls, fences, planters or hedges on Detention Lakefront Lots, and corner lots, to-wit:

- (i) Detention Lakefront Lot. Except for a Non-Privacy Fence as hereinafter described, no privacy fence or wall of any kind shall be erected or maintained on a Detention Lakefront.
- (ii) Corner Lot. Except for a Non-Privacy Fence, as hereinafter described, no privacy fence or wall of any kind shall be erected, planted or maintained on a corner lot, provided that this subparagraph (ii) shall not apply to a corner lot which abuts any of the Reserves described in the various Declarations.

A Non-Privacy Fence is an iron ornamental fence no more than four (4') feet in height, of a design and color approved by the ACC that does not obstruct the view of a Detention Lake, Park or adjoining Lots.

All other fences and walls will be constructed of ornamental iron, wood, masonry or synthetic materials in harmony with the guidelines established by the ACC, provided no electric wire or temporary fences shall be allowed unless the ACC approves a variance to allow such type of fence prior to its construction. Privacy fences shall not be constructed any closer to the front of the lot than 50% of the depth of the Dwelling. *No barbed wire, wire mesh or chain link fences shall be allowed, provided, an Owner may obtain permission from the ACC to construct a cage, kennel or dog run out of chain link fence, provided any such outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved as to materials, size and location by the ACC in its sole and absolute discretion. Vinyl coated lawn fencing may be used on sides and back of property consistent with fencing location limitations stated herein. If vinyl coated fencing deteriorates, it must be replaced in a timely manner.* Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the ACC. The Owner of any Lot upon which the Developer may have constructed a fence shall be responsible for the maintenance and repair of said fence.

Detention Lakefront Lots; Construction of Pier or Dock

(a) No pier, dock, boat slip or other structure shall be constructed on any Lot. A deck may be constructed on Lots that adjoin a Detention Lake, and, on said Lots, the deck may be constructed within the property lines and shall not be constructed or project into the water of a Detention Lake. The Deck shall be freestanding and may not be attached to the retaining wall. An open railing or deck benches may be constructed on a deck as long as they are no higher than four (4') feet above deck floor or no higher than six (6') feet above the top of the retaining wall, whichever is lower. Architectural approval shall be granted or withheld based upon (i) architectural design and character of improvements, (ii) engineering design and specifications of planned structures, and (iii) whether or not proposed improvements conform to the ACC's pre-determined plan for such improvements.

(b) No construction, improvements or modifications of any kind to deck, retaining wall, or other improvement constructed by an Owner shall be made unless prior written approval is given by the ACC and all such improvements must conform to the ACC's pre-determined plan for such improvements.

(c) Detention Lakefront retaining wall shall be maintained by the Association when needed and may require that a deck be removed for that maintenance.

Prohibition of Offensive Activities

Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and for home offices described in herein. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (1) the use or discharge of firearms, firecrackers or other fireworks within the Subdivision, (2) the storage of ammonium nitrate, flammable liquids in excess of five gallons, or (3) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

Swimming Pools

No swimming pool may be constructed on any Lot without the prior written approval of the ACC. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. The ACC's approval or disapproval of such swimming pool shall be made in the same manner as described in herein for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot to insure that there is no erosion into Detention Lakes or natural waterways. *Swimming pool drains (not overflow, but true pool drains for use when pool is drained) shall be piped into the ditch in the front of the Lot or other approved drainage area.* In no event shall swimming pools be drained or discharge water into the Detention Lakes. *The swimming pool drain outfall shall be terminated through a concrete pad constructed flush with the slope of the ditch so as not to interfere with the maintenance or mowing of the ditch.* Specific pool pump placement must be approved by the ACC, as well as, any screening materials used to screen the pumps. Pool equipment must be located where it can not be seen from the street. Pools shall not be erected within any utility easement, and no portion of a swimming pool shall be erected in front of a Dwelling. However, pools may be erected outside the building line setbacks as long as the pool has no permanent structure built above pool deck.

Excavation

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with ponds, the landscaping of or construction of improvements on such Lot.

Removal of Trees, Trash and Care of Lots During Construction of Residence

- (a) All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping (*EPA does not allow commercial burning*). No materials or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Developer whether adjoining the Subdivision or not.
- (b) All Owners, during their respective construction of a residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.
- (c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed by the Owner causing same without delay, not less frequently than daily. Erosion control fences must be used by an Owner to control silt from entering roadside ditches until grass is established.
- (d) No Owner or Contractor may enter onto a lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot before, during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.
- (e) *Unless otherwise approved by the ACC, no trees shall be removed from any Lot except as may be required during the construction of improvements on the Lot. No clear cutting of trees on a Lot is permitted.*
- (f) All Builders, Owners and their Contractors shall be responsible for any damage caused to the roads, roadside ditches and easements during the construction of improvements on a Lot. Further, any Builder or Contractor shall be required to deliver to the Association a minimum damage deposit in an amount as may be determined by the ACC prior to beginning construction of any Dwelling or other building. This damage deposit shall be returned to the Builder or Contractor upon completion of said Dwelling or other building provided the ACC determines that no damage to the roads, ditches or easements was caused by said Builder or Contractor. Further, any Owner, Builder, Contractor shall supply and maintain a portable toilet and trash bins for construction trash during the construction of a Dwelling in the Subdivision. All Builders, Owners and their Contractors shall be responsible for keeping construction site free of debris and trash and a concrete clean out area must be provided by the builder, concrete clean out in roadside ditches is prohibited.

Inspections

A minimum Fee as specified by the ACC, must be paid to the ACC at such time as application for architectural approval is made to the Committee, which fee shall be used for an independent inspection and to defray the expense for before and after building inspections. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections; a fee, in an amount to be determined by the ACC, must be paid to the ACC prior to each building inspection.

Garbage and Trash Disposal

Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Junked Motor Vehicles Prohibited

No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the ACC.

Signs

Except as authorized herein, no signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the ACC, except (i) one (1) professionally made sign not more than twenty-four inches by thirty-six inches (24" x 36"), advertising an Owner's Dwelling for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than twenty-four inches by thirty-six inches (24" x 36") square advertising the builders of the Owner's dwelling may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a twelve (12) month period. Other than as permitted herein no signs shall be permitted on unimproved Lots. The ACC or any member of the ACC shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. With the consent in writing of the ACC, a model home as indicated herein, may erect one (1) professionally made sign advertising the model home. With the consent in writing of the ACC, a model home as indicated herein, may erect one (1) professionally made sign larger than stated above for advertising the Model Home.

Drainage

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the ACC and shall be subject to the ACC's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the subdivision, was completed by Developer.

(b) Each Owner (including Builders), unless otherwise approved by the ACC, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot as

dictated by existing drainage ditches, swales and Detention Lakes constructed by Developer or Utility Districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering. With the approval of the ACC, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be submitted to and approved by the ACC prior to the construction thereof. The Committee's sole function in reviewing drainage plans is to see if the drainage pattern has been or will be altered by the proposed construction and to make a determination if the Owner/Builder has evaluated the effects of their construction to other properties and of the effect of potential flowing and rising water that may affect the submitted improvements.

(c) The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not re-grade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.

(d) All Owners and/or Builders shall comply with the National Pollutant Discharge Elimination Rules and Regulations applicable to their respective Lot(s) as required by EPA under the Water Quality Act of 1987 amending the Clean Water Act, as said laws, rules and regulations may be amended from time to time.

(e) The Association, the Developer and their successors and assigns shall have the right to enter upon any Lot or Reserve for the purpose of improving, constructing or maintaining the drainage facilities in the drainage easements shown on the Plat of the Subdivision. The Property Owners Association at its expense, shall maintain all drainage facilities as shown on the Plat. Without limitation, the Property Owners Association shall remove accumulated silt from the drainage easements and shall regrade drainage easements as may be necessary to maintain roadside drainage and prevent damage to the roadside. Further, no fences shall be constructed within or across any drainage easement as shown on the Plat of the Subdivision or within or across any outside drainage easement referenced on the Plat. For the purposes hereof, the drainage easements include the drainage easements shown on the Plat, and all drainage which existed at the time that the overall grading of the Subdivision, was completed by Developer.

Lot Maintenance

All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon (outside of natural vegetation areas) cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush, trees, leaves or other natural debris shall be permitted on Lots containing at least one (1) acre, provided such burning shall not exceed twice a year on any such Lot, and is not done for commercial purposes such as clearing of the lot during construction. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.

- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- l. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with the Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$25.00 for each instance. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Exterior Maintenance of Building

In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may at its sole discretion enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent.

All monies so owed the Association will be an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Storage of Vehicles and Equipment

Without limiting the foregoing, the following restrictions shall apply to all Lots:

i) No boat, jet-ski, aircraft, travel trailer, motor home, camper body, tractor, lawn equipment or similar vehicle or equipment (collectively called "Vehicles and Equipment") may be parked for storage in the front of any Dwelling or parked on any street in the Subdivision, nor shall any such Vehicles and Equipment be parked for storage to the side or rear of any Dwelling unless completely concealed from public view. Vehicles and Equipment located on a Detention Lakefront Lot shall be stored in a garage. All boats so parked on any Lot must at all times also be stored on a trailer, unless stored in a garage. No Vehicles or Equipment shall be used as a residence whether temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for construction, maintenance or repair of a Dwelling in the Subdivision.

ii) Trucks with tonnage in excess of one and one-half tons shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements in the Subdivision. No vehicle shall be permitted to park overnight on any street within the Subdivision except for those vehicles used by a builder during the construction of improvements on Lots or Common Areas in the Subdivision.

iii) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

iv) No vehicles or similar equipment shall be parked or stored in an area visible from any Street except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas, and all such vehicles shall be parked in a driveway or garage and may not be parked in a yard.

Views, Obstructions and Privacy

In order to promote the aesthetic quality of "view" within the Subdivision, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- a. The probable view from second story windows and balconies and decks (particularly where there is potential invasion of privacy to an adjoining neighbor);
- b. Sunlight obstructions;
- c. Roof top solar collectors;
- d. Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- e. Exterior storage sheds;
- f. Fire and burglar alarms which emit lights and sounds;
- g. Children playground or recreational equipment;
- h. Exterior lights;
- i. Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- j. The location of the Residential Dwelling on the Lot; and
- k. The location of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Lot:

- a. Above ground swimming pools;
- b. Window unit air conditioners;
- c. Signs (except for signs permitted herein); and
- d. Unregistered, unlicensed or inoperable motor vehicles.

Antennas and Satellite Dishes

No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals or cellular telephone signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the ACC. The ACC's decision shall be final.

No satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A satellite dish may not exceed (30") thirty inches in diameter and must be mounted as inconspicuously as possible to the rear of the home. However, in no event may the top of the satellite dish be more than two (2') feet above the roofline for roof mounted antennas or receivers. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. No multicolored dishes shall be permitted. Not more than two satellite dishes will be permitted on each Lot. No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions. The ACC may vary these restrictions only as is necessary to comply with the Federal Communications Act (the "Act") and the ACC may promulgate rules and regulations in accordance with the Act.

Solar Panels

All Solar Panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval from the ACC is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions. Solar panels shall be installed in a location not visible from the public street in front of the residence.

Wind Generators

No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

Drying of Clothes in Public View

The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, Detention Lakes or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

Mailboxes

Mailboxes must be constructed, installed or placed in the front of all Dwellings by the Owner. Only mailboxes installed or approved by the United States Postal Service and installed in accordance with the guidelines set by the ACC and the United States Postal Service shall be permitted. Guidelines set forth by the ACC are as follow:

1. Mailboxes must be approved by the ACC prior to construction and unless submitted with original plans, an ACC application must be completed for mail box construction.
2. While black mailboxes with wrought iron post are allowed, *masonry mailboxes are preferred and encouraged by the ACC for esthetic purposes.*
3. Masonry mailboxes must be of same masonry as the home.
4. Mailboxes must be approximately four and one-half feet (4 1/2') in height.
5. Mailboxes must be consistent in style to existing mailboxes.
6. Mailboxes must not have decorative appurtenances or flower boxes.

Hazardous Substances

No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

ARCHITECTURAL CONTROL COMMITTEE

Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the ACC of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures in the Subdivision and location with respect to topography and finished grade elevation. The granting of approval shall in no way serve as a guaranty or warranty as to the quality of the plans or specification nor the habitability, feasibility or quality of the resulting improvements.

(b) The sole authority for determining whether construction plans and specifications for proposed improvements are in compliance with the provisions of this Declaration as to quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevations and other relevant

factors, rests with the ACC. Disapproval of plans and specifications, including location of the proposed improvements, may be based by the ACC, that shall seem sufficient in the sole discretion of the ACC.

(c) Each application made to the ACC shall be accompanied by two sets of professionally drawn plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the ACC shall be the address of the principal office of the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. The Committee may set reasonable application and inspection fees, as well as, the damage deposit set forth herein. The Owner must obtain from the ACC a receipt for said plans indicating the date said plans are received by the ACC.

Architectural Control Committee

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the election of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to the Architectural Control Committee composed of members of the Association appointed by the Board of Directors, as applicable.

(b) At the discretion of the Developer or in any event at such time as eighty percent (80%) of the Lots in all sections of the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control of the Subdivision to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, Developer shall designate a committee of three (3) Members to be known as The Architectural Control Committee. Thereafter, each member of the Committee must be an Owner of property in some Section of the subdivision and shall be elected by the Board of Directors of the Association. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Effect of Inaction

Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Guideline shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within forty-five (45) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof. The time to approve or disapprove shall not commence until professionally drawn plans are submitted to the ACC. Professionally drawn plans shall mean those plans prepared by an architect, engineer or certified house planner in sufficient detail to allow the ACC to review in accordance with the criteria set forth herein.

Effect of Approval

The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Minimum Construction Standards

The ACC may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the ACC shall not be bound thereby.

Variances

The ACC may authorize variances from compliance with any of the provisions of the Declaration or these Guidelines or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the ACC, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The ACC reserves the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the ACC. If any such variances are granted, no violation of the provisions of the Declaration or these Guidelines shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of the Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

No Implied Waiver or Estoppel

No action or failure to act by the ACC or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the ACC or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the ACC or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owners.

Disclaimer

No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Subject to Association

The ACC is a committee of the Association and is subject to supervision by the Association. The Association has authority to remove members of the ACC with or without cause and to appoint successors to fill any vacancies which may exist on the ACC.