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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BRIDLECREEK

RP-2017-268432

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDLECREEK

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, C.C. Kluge 51.95, L.P., as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Bridlecreek" (the "**Original Declaration**") to be recorded in the Official Public Records of Real Property of Harris County, Texas on October 12, 2016 under Clerk's File No. RP-2016-461375, which instrument imposes various covenants, conditions, restrictions, liens and charges on the following real property:

> Bridlecreek, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 679581 of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Declaration grants to Declarant, for a period of twenty (20) years after the date of recording the Original Declaration, the authority to amend the Original Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, Declarant desires to amend and restated the Original Declaration, in its entirety, in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, Declarant does hereby amend and restated the Original Declaration in its entirety so that all of the property within the Community (as defined below) will be governed by the covenants, conditions and restrictions set forth in this instrument. When effective, this instrument replaces and supersedes the Original Declaration.

Declarant declares that the Community will be developed, improved, sold, used and enjoyed in accordance with, and subject to the provisions of this instrument, including the conditions, covenants, easements, reservations, restrictions, liens and charges hereinafter set forth, all of which are hereby adopted for, and placed upon said Community and will run with the Community and be binding on all parties, now and at anytime hereinafter having or claiming any right, title or interest in the Community 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 Community.

ARTICLE I
DEFINITIONS

As used in this Declaration, the terms set forth below have the following meanings:

A. **ANNUAL MAINTENANCE CHARGE** - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.

B. **ARCHITECTURAL REVIEW COMMITTEE** - The Architectural Review Committee established and empowered in accordance with Article IV of this Declaration.

C. **ASSOCIATION** - Bridlecreek Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

D. **BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association.

E. **BUILDER** - A person or entity other than Declarant who is regularly engaged in the construction of homes for sale to individuals and who either purchases a Lot within the Community for the purpose of constructing a Residential Dwelling thereon or is engaged by the Owner of a Lot within the Community for the purpose of constructing a Residential Dwelling on the Owner's Lot. The Architectural Review Committee has the authority to approve or disapprove a Builder prior to the commencement of construction on the basis of the experience and reputation of the Builder and the ability of the Builder to obtain (and maintain throughout the entire construction period) all insurance required to be maintained by the Builder. The intent of the requirement that a Builder be approved by the Architectural Review Committee prior to the commencement of construction is to attempt to ensure that the Builder has sufficient experience and financial responsibility to complete the work in accordance with the approved Plans and in a timely manner. **THE APPROVAL OF A BUILDER WILL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE ARCHITECTURAL REVIEW COMMITTEE, DECLARANT, THE ASSOCIATION, OR ANY OF THEIR REPRESENTATIVES, TO ANY PERSON OR ENTITY THAT THE BUILDER HAS ANY PARTICULAR LEVEL OF KNOWLEDGE OR EXPERTISE OR THAT ANY RESIDENTIAL DWELLING CONSTRUCTED BY THE BUILDER WILL BE A PARTICULAR QUALITY. ALTHOUGH ALL OWNERS ARE REQUIRED TO COMPLY WITH THE PROVISIONS OF THIS DECLARATION RELATING TO ARCHITECTURAL REVIEW, IT IS THE RESPONSIBILITY OF EACH PERSON OR ENTITY THAT EITHER PURCHASES A LOT AND RESIDENTIAL DWELLING FROM A BUILDER OR ENGAGES A BUILDER TO CONSTRUCT A RESIDENTIAL DWELLING OR OTHER IMPROVEMENT ON THE OWNER'S LOT TO DETERMINE THE QUALITY OF THAT BUILDER'S WORKMANSHIP AND THE SUITABILITY OF THE BUILDER TO CONSTRUCT A RESIDENTIAL DWELLING OR OTHER IMPROVEMENT OF THE TYPE AND DESIGN CONSTRUCTED OR TO BE CONSTRUCTED ON THE LOT.**

F. **BYLAWS** - The Bylaws of the Association.

G. **CERTIFICATE OF FORMATION** - The Certificate of Formation of the Association.

H. **COMMON AREA** - Any real property and Improvements thereon owned or maintained by the Association for the common use and benefit of the Owners. Declarant may, but is not obligated to, convey Lot 11, Block 4, in Bridlecreek to the Association with the Restriction that such Lot be used exclusively as a park area and as open space. If Lot 11, Block 4, in Bridlewood is conveyed to the Association, the Lot will be deemed to be Common Area and the use of the Lot by residents in Bridlecreek will be subject to Rules and Regulations adopted and

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published by the Board of Directors consistent with the restriction that the Lot be used as a park area and as open space.

I. **COMMUNITY** - All of Bridlecreek, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 679581 of the Map Records of Harris County, Texas; and all land hereafter annexed and subjected to the provisions of this Declaration by annexation document duly executed and recorded in the Official Public Records of Real Property of Harris County, Texas. Declarant reserves the right to facilitate the development, construction, and marketing of the Community and the right to direct the size, shape, and composition of the Community until such time that all of the Lots that may be created have been made a part of the Community, the subject of this Declaration, and the jurisdiction of the Association, and such Lots have been conveyed to Owners other than Declarant.

J. **DECLARANT** – C.C. Kluge 51.95, L.P., a Texas limited partnership, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

K. **DECLARATION** - This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridlecreek.

L. **DEVELOPMENT PERIOD** - The period during which Declarant may appoint and remove Board members and officers of the Association, other than Board members elected by Owners other than Declarant, as provided in the Bylaws of the Association. The Development Period will exist for ten (10) years or so long as Declarant or a Builder in the business of constructing homes who purchased Lots from the Declarant for the purpose of selling completed Residential Dwellings constructed on Lots owns a Lot subject to the provisions of this Declaration, whichever period is longer, unless Declarant terminates the Development Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

M. **IMPROVEMENT** - A Residential Dwelling, building, structure, fixture, or fence constructed or to be constructed on a Lot; a transportable structure placed or to be placed on a Lot, whether or not affixed to the land; and an addition to or modification of an existing Residential Dwelling, building, structure, fixture or fence.

N. **LOT or LOTS** - Each of the Lots shown on the Plat for any property subject to the provisions of this Declaration and the jurisdiction of the Association.

O. **MAINTENANCE FUND** - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

P. **MEMBER or MEMBERS** - All Lot Owners who are members of the Association as provided in Article V hereof.

Q. **MORTGAGE** - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

R. **OWNER or OWNERS** - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract

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sellers, but excluding those having an interest merely as a security for the performance of an obligation.

S. **PLAT** – The plat for the Community recorded in the Map Records of Harris County, Texas under Film Code No. 679581; the plat for any subdivision annexed and made a part of the Community; and any amending plat, replat or partial replat of any such plat.

T. **PLANS** - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on a Lot.

U. **RESERVE ASSESSMENT** - The Reserve Assessment as provided in Article VI, Section 6.8, of this Declaration.

V. **RESIDENTIAL DESIGN GUIDELINES** - Guidelines promulgated by Declarant which set forth minimum development standards for the Community and primarily relate the initial construction of a Residential Dwelling and related Improvements on a Lot.

W. **RESIDENTIAL DWELLING** -The single family residence constructed on a Lot.

X. **RESIDENTIAL MODIFICATION GUIDELINES** - Guidelines promulgated by the Association which primarily relate to modifications and additions which may be proposed by an Owner after initial construction of the Residential Dwelling and related Improvements on the Owner's Lot and which set forth minimum requirements and standards for various types of modifications and additions.

Y. **RULES AND REGULATIONS** - Rules and regulations adopted from time to time by the Board concerning the management and administration of the Community for the use, benefit and enjoyment of the Owners, including without limitation, rules and regulations governing the use of Common Area. **ALL REMEDIES AVAILABLE TO THE ASSOCIATION FOR THE ENFORCEMENT OF THIS DECLARATION ARE AVAILABLE TO THE ASSOCIATION FOR THE ENFORCEMENT OF ALL DULY RECORDED RULES AND REGULATIONS.**

Z. **SPECIAL ASSESSMENT** - Any Special Assessment as provided in Article VI, Section 6.5, of this Declaration.

AA. **UTILITY COMPANY or UTILITY COMPANIES** - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

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ARTICLE II
USE AND OCCUPANCY

SECTION 2.1. USE RESTRICTIONS.

A. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner must use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "**single family residential purposes**" is deemed to specifically prohibit, without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the

term "**unobtrusive**" means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Owner may use or permit the Owner's Lot or Residential Dwelling to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board; (iv) constitute a violation of the provisions of this Declaration, any applicable law, or any published Rules and Regulations of the Association or (v) unreasonably interfere with the use and occupancy of any Lot in the Community or Common Area by other Owners.

No Owner is permitted to lease a room or rooms in the Residential Dwelling on the Owner's Lot or any other portion of the Residential Dwelling or other Improvement on the Owner's Lot. An Owner may only lease the entirety of the Lot, together with the Residential Dwelling and other Improvements on the Lot. No Owner is permitted to lease his Lot for a period of less than six (6) months. Every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to comply with the provisions of this Declaration will be a default under the lease. The Owner making such lease is not relieved from any obligation to comply with the provisions of this Declaration.

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Unless otherwise approved in writing by Declarant during the Development Period and, thereafter, by the Board of Directors, not more than one (1) full-time, live-in domestic worker, "**nanny**" or the like is entitled to reside on a Lot; for purposes of this Section, the one (1) permitted domestic worker, nanny or the like is considered an immediate member of the family occupying the Lot.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot.

B. PASSENGER VEHICLES. No Owner or occupant of a Lot, including all persons who reside with such Owner or occupant of the Lot, may park, keep or store a vehicle on the Lot which is visible from a street in the Community or a neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this Declaration, the term "**passenger vehicle**" is limited to (i) a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and (ii) a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate). The term "**pick-up truck**" is limited to a three-quarter (3/4) ton capacity pick-up truck which has not been adapted or modified in any manner for commercial use.

No passenger vehicle or pick-up truck owned or used by the Owners or occupants of a Lot may be parked overnight on a street in the Community. Each Owner or occupant of a Lot acknowledges by accepting a deed to the Owner's Lot or taking occupancy of the Lot that a vehicle parked on a street within the Community is restricted for the purposes of preserving the appearance of the Community and preventing sight and vehicle obstructions and agrees that this

restriction on parking on streets is for the benefit of all Owners and occupants of Lots in the Community.

No guest of an Owner or occupant of a Lot may park his/her vehicle either on a street in the Community overnight or on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours. No vehicle of any kind may be parked on an unpaved portion of a Lot for any length of time. The Association has the right to cause a vehicle parked on Common Area or on a private street owned by the Association in violation of the provisions of this Declaration or the Rules and Regulations to be towed in the manner provided in the Texas Occupations Code. No vehicle may be parked on a street (during a permitted period) in a manner that obstructs or impairs traffic flow on the street or obstructs or impairs vehicle access to another Lot. No vehicle may be parked on a driveway in a manner that obstructs or impairs pedestrian travel on a sidewalk.

No inoperable vehicle may be parked, kept or stored on a Lot if visible from a street in the Community or a neighboring Lot. For purposes of this Section, a vehicle is be deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, (d) it is covered with a tarp, plastic or other type of covering, or (e) it is otherwise not capable of being legally operated on a public street or right-of-way.

C. **OTHER VEHICLES.** No mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked, kept or stored on a street in the Community or on any portion of a Lot if visible from a street in the Community or a neighboring Lot. A mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked in the garage on a Lot or in some other structure approved by the Architectural Review Committee, but only if fully concealed from view from all streets in the Community.

D. **VEHICLE REPAIRS AND CARE.** No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind may be constructed, reconstructed, or repaired on a Lot if visible from a street in the Community or a neighboring Lot. No vehicle repair work performed within a garage may be offensive to persons of ordinary sensitivities by reason of noise or odor. Under no circumstances may an Owner or occupant cause or allow oil or any other automotive fluid to be deposited into a street or storm sewer or to migrate into a street or storm sewer.

Washing a vehicle on a Lot is permitted but only with the use of a non-phosphate soap.

E. **NUISANCES.** No Lot or Residential Dwelling or other Improvement on a Lot may have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or detrimental to the health or well-being of surrounding residents. No condition or activity is permitted on a Lot which is offensive to surrounding residents of ordinary sensibilities by reason of noise, odor, dust, fumes or the like or which adversely affects the desirability of the Lot or surrounding Lots. No nuisance is be permitted to exist or operate on a Lot. The Board of Directors has the authority to determine whether an activity or condition on a Lot is offensive or an annoyance to surrounding residents of ordinary sensibilities, or is a nuisance, or adversely affects the desirability of the Lot or surrounding Lots, and its reasonable good faith determination will be conclusive and binding on all parties.

F. **TRASH; TRASH CONTAINERS.** No garbage or trash or garbage or trash container may be maintained on a Lot so as to be visible from a street in the Community or a

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neighboring Lot at ground level except to make the same available for collection and then only on the day for collection. Garbage and trash made available for collection must be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

G. **CLOTHES DRYING.** No outside clothesline or other outside facilities for drying or airing clothes may be erected, placed or maintained on a Lot if visible from a street in the Community or a neighboring Lot at ground level. No clothes may be dried or aired outside if visible from a street in the Community or, a neighboring Lot at ground level.

H. **RIGHT TO INSPECT.** During reasonable hours, Declarant, any member of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, has the right to enter upon and inspect a Lot, and the exterior of the Improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be deemed guilty of trespass by reason of such entry.

I. **ANIMALS.** No animals, other than a reasonable number (in the aggregate) of generally recognized house or yard pets, may be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Provided that, in no event may more than two (2) dogs two and (2) cats be kept on a particular Lot. Provided further that, no waterfowl or poultry of any kind may be kept on a Lot. A Vietnamese potbelly pig is hereby declared not to be a generally recognized house or yard pet and is prohibited. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Community. No unleashed dog is permitted on a street in the Community or on the Common Area. Each dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. An "invisible" fence that controls dogs through underground electrical wiring is an acceptable form of maintaining a dog in the yard of a Lot but only if the invisible fence effectively confines the dog(s) of the Owner or occupant of the Lot within the yard of the Lot. No animal is allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal may be constructed or placed on a Lot if visible from a street in the Community or a neighboring Lot at ground level without the prior written consent of the Architectural Review Committee. The Board has the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet (with the exception of a Vietnamese potbelly pig which is declared in this section not to be a generally recognized house or yard pet and waterfowl and poultry which are prohibited), an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the aggregate number of animals kept on a Lot is reasonable, and its reasonable, good faith determination will be conclusive and binding on all parties.

J. **DISEASES AND INSECTS.** No Owner or occupant may cause or permit any thing or condition to exist on a Lot which induces, breeds or harbors infectious plant diseases or noxious insects.

K. **RESTRICTION ON FURTHER SUBDIVISION.** The further subdivision of a Lot is prohibited. The conveyance of a portion of a Lot less than the entirety of the Lot as shown on the applicable Plat by an Owner to another party is prohibited.

L. **CONSOLIDATION OF LOTS.** Subject to the provisions in this Section, the Owner of one or more adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of constructing a Residential Dwelling on the resulting site, in which event setback

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lines will be measured from the resulting side property lines rather than from the lot lines indicated on the Plat. Provided that, the Owner of the Lots to be consolidated must comply with replatting requirements, if any, imposed by any governmental entity having jurisdiction (as determined by the governmental entity having jurisdiction). Provided further that, during the Development Period, the consolidation of Lots requires the written approval of Declarant. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on the Plat. Despite the consolidation of one or more adjoining Lots and the substantial completion of a Residential Dwelling on the consolidated building site, the Lots (as originally platted) comprising the consolidated building site will continue to be considered as individual Lots for purposes of membership in the Association, voting rights, Annual Maintenance Charges and other types of assessments. As an example and not in limitation, each Lot (as originally platted) will be subject to an Annual Maintenance Charge and a Reserve Assessment. The provisions in this Section relating to the Lots comprising a consolidated building site being individual Lots for purposes of voting rights, Annual Maintenance Charges and other types of assessments are applicable whether or not the Lots are replatted as a consolidated building site or single Lot.

M. **SIGNS.** No sign may be erected or maintained on a Lot except:

(i) Street signs and such other signs as may be required by law;

(ii) During the time of marketing a Builder-owned Lot (such time being from the date of acquisition by the Builder until the date title is conveyed by the Builder), one (1) ground-mounted Builder identification sign having a face area not larger than six (6) square feet and located in the front yard of the Lot;

(iii) One (1) ground-mounted "for sale" or "for lease" sign not larger than six (6) square feet and not extending more than four (4) feet above the ground;

(iv) Ground mounted political signs as permitted by law; provided that, only one (1) sign for each candidate or ballot item may be displayed on a Lot earlier than the 90th day before the date of the election to which the sign relates or longer than the 10th day after the election date; and

(v) Home security signs and/or school organization signs, if approved by the Architectural Review Committee, but then only in strict accordance with the Residential Modification Guidelines.

Declarant, during the Development Period, and, thereafter, the Association, has the authority to go upon a Lot and remove and dispose of any sign displayed on the Lot in violation of this Section without liability in trespass or otherwise.

Monument signs have been constructed by Declarant, and additional monument signs may be constructed by Declarant, on Common Area throughout the Community. Monument signs constructed by Declarant are a critical part of the development plan for the Community in that they not only identify the Community, but they also brand the Community as a community developed by Declarant, distinguish the Community from other residential neighborhoods, and promote the desirability of owning a Residential Dwelling in the Community. The Association has or will, by separate instruments, grant to Declarant perpetual easements upon and across designated Common Area for the purpose of constructing and replacing, if necessary, monument signs thereon. As provided in each easement, the Association does not have the authority to replace or modify a monument sign constructed by Declarant without the prior written consent of Declarant. However, the Association is responsible for maintaining and repairing the monument

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signs. Monument signs constructed by Declarant are not subject to review and approval by the Architectural Review Committee.

N. EXEMPTIONS. So long as Declarant or a Builder owns a Lot in the Community, Declarant has the authority to erect and maintain structures or signs necessary for or convenient to the development, marketing, sale, operation or other disposition of property within the Community and to allow Builders to erect and maintain structures or signs necessary for or convenient to the development, marketing, sale, operation or other disposition of property within the Community. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Community or Improvements thereon may erect signs on Lots owned by Declarant to identify such lender and the fact that it is providing such financing.

O. LOT MAINTENANCE. The Owner or occupant of a Lot must at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event may an Owner or occupant store materials or equipment on a Lot in view from a street or permit the accumulation of garbage, trash or rubbish of any kind thereon. An Owner or occupant may not burn any leaves, trash, debris or the like on a Lot or in a street. The Owner or occupant of a Lot at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, must construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. During the Development Period, Declarant has the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Community, and Declarant's determination will be conclusive and binding on all parties; thereafter, the Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Community and the Board of Directors' determination will be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Section and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, and do every other thing necessary to secure compliance with the provisions of this Declaration, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. DECORATIONS. Subject to the provisions of this Declaration, the Rules and Regulations, the Residential Design Guidelines, and the Residential Modification Guidelines, each Owner has the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other Improvements on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Board of Directors has the authority to require an Owner to remove or eliminate any object situated on such Owner's Lot or the Residential Dwelling or other

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Improvement on the Lot that is visible from a street in the Community or another Lot if, in the Board of Directors' sole judgment, such object detracts from the visual attractiveness or desirability of the Community.

B. **REPAIR OF BUILDINGS.** No Residential Dwelling or other Improvement on a Lot is permitted to fall into disrepair. Each Residential Dwelling or other Improvement on a Lot must at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. During the Development Period, Declarant has the exclusive authority to determine whether an Owner is maintaining his Lot and the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Community and Declarant's determination will be conclusive and binding on all parties. Thereafter, the Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot and the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Community and the Board of Director's determination will be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

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ARTICLE III
GENERAL PROVISIONS RELATING TO DESIGN, CONSTRUCTION AND MATERIALS

SECTON 3.1 ARCHITECTURAL DESIGN. Residential Dwellings and related Improvements are required to feature elements consistent with a "Texas Hill Country" design including, by way of example and not in limitation, front and rear usable porches, column supported overhangs, and stone finish materials. A principal factor in the approval or disapproval of Plans for a Residential Dwelling or other Improvement to be constructed on a Lot is compatibility with the Texas Hill Country design scheme established for the Community.

SECTION 3.2. BUILDINGS AND OTHER EXTERIOR IMPROVEMENTS.

A. **TYPES OF BUILDINGS.** No building may be erected, altered, placed or permitted to remain on a Lot other than (i) one detached Residential Dwelling not to exceed the height limitations set forth in Section 3.3, paragraph B, together with an attached or detached private garage for not less than two (2) nor more than three (3) vehicles (subject to the provisions of Section 3.2D), (ii) one (1) permitted accessory building, and (iii) one (1) permitted play structure, all of which are subject to prior written approval by the Architectural Review Committee. A living area on the second level of a garage may be permitted with the prior written

approval of the Architectural Review Committee; provided that, the living area on the second level of a garage must be within the volume of the second story space of the garage as originally designed and constructed.

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character may be placed or stored on a Lot more than fifteen (15) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot must be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or Improvement on a Lot, the work thereon must be prosecuted diligently, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event, substantial completion of a Residential Dwelling on a Lot must be achieved within two hundred seventy (270) days of the date of commencement of construction of the Residential Dwelling, unless a longer period is approved in writing by the Architectural Review Committee; substantial completion of any other Improvement must be achieved within one hundred eighty (180) days of the date of commencement of construction of the Improvement, unless a longer period is approved in writing by the Architectural Review Committee. For purposes hereof, construction of a Residential Dwelling or other Improvement is deemed to have commenced on the date that any equipment or building material relating to such construction is moved onto the Lot. Also for purposes hereof, a Residential Dwelling is deemed to be substantially completed on the date an occupancy permit is issued by any governmental authority having jurisdiction or, if no such occupancy permit is required, the date the Residential Dwelling is ready to be occupied; any other Improvement is deemed to be substantially completed on the date the Improvement is capable of being used for its intended purpose. Upon the completion of the construction, any unused materials must promptly be removed from the Lot.

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C. TEMPORARY STRUCTURES; ACCESSORY BUILDINGS. No building or structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile or manufactured home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, barn or other building, other than the permanent Residential Dwelling, an attached or detached garage, one (1) permitted accessory building approved in writing by the Architectural Review Committee, and one (1) permitted play structure approved in writing by the Architectural Review Committee may be placed on a Lot, either temporarily or permanently. No residence house, garage or other structure appurtenant thereto may be moved onto a Lot from another location.

Notwithstanding the foregoing, Declarant reserves the exclusive right for as long as Declarant or a Builder owns a Lot in the Community to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on a Lot owned by Declarant or the Builder as may be necessary or convenient during the period of and in connection with the sale of the Lot, and the construction and sale of Residential Dwellings and construction of other Improvements in the Community.

No permitted accessory building may exceed eight (8) feet in height, measured from the ground to the highest point of the accessory building, or have a ground floor area that exceeds one hundred (100) square feet. An accessory building must be located in the rear yard of the Lot and within the applicable building setbacks. No tree house is permitted on a Lot.

D. GARAGES/ CARPORTS. No carport is permitted on a Lot. A porte cochere may be permitted on a Lot if included in the original Plans for the Residential Dwelling and approved in writing by the Architectural Review Committee. A porte cochere must extend from, and be an

integral part of, the Residential Dwelling or garage from the standpoints of both appearance and construction. Garages must be provided for all Residential Dwellings and in no case may a porte cochere act as or be substituted for a garage. No garage may be placed or maintained on an easement. A garage facing a side street may not be located nearer to the side building line than ten (10) feet. All garages must be enclosed by metal or wood garage doors with a paneled design that are harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing vehicles used or kept by the persons who reside on the Lot. Garage doors are required to be in a closed (down) position except as necessary for vehicle ingress or egress.

E. **AIR CONDITIONERS.** No window, roof or wall type air conditioner that is visible from a street in the Community or a neighboring Lot at ground level may be used, placed or maintained on or in a Residential Dwelling, garage or other Improvement.

F. **ANTENNAS.** Satellite dish antennas which are forty inches (40") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal. All other antennas are prohibited, unless expressly authorized in recorded Residential Modification Guidelines and then only in strict accordance with such recorded Residential Modification Guidelines. As used herein, "least obtrusive location" primarily means a location that is not readily visible from the street in front of the Lot, and secondarily means, in the case of a corner Lot, a location that is not readily visible from the side street. The provisions of this Section are intended to be consistent with the Telecommunications Act of 1996 (the "**Act**") and FCC Regulations promulgated under the Act, as the same currently exist or may hereafter be amended; the provisions of this Section will be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC Regulations.

G. **EXTERIOR FINISH.** With respect to the initial construction of a Residential Dwelling and related Improvements on a Lot, the types, quantities and repetition of exterior materials used in the construction of the Residential Dwelling and Improvements must be compliance with the Residential Design Guidelines. With respect to any modification or addition to a Residential Dwelling or Improvement on a Lot after initial construction, the exterior materials used in the construction of the modification or addition must be in compliance with the Residential Modification Guidelines.

H. **OUTDOOR LIGHTING AND ADDRESS MARKERS.** With respect to the initial construction of a Residential Dwelling and related Improvements on a Lot, outdoor lighting on the Lot is required to be in compliance with the Residential Design Guidelines. Thereafter, outdoor lighting must comply with the Residential Modification Guidelines.

An address marker that complies with Residential Design Guidelines is required on the front elevation of each Residential Dwelling. A plaque that does not strictly comply with the standard design adopted by the Architectural Review Committee requires the written approval of the Architectural Review Committee.

I. **MAILBOXES.** Cluster mailboxes will be used in the Community; therefore, an individual mailbox on a Lot is prohibited.

J. **ROOFS.** With respect to the initial construction of a Residential Dwelling and related Improvements on a Lot, the materials used for the roof of the Residential Dwelling and each Improvement, the roof pitch, and the type and location of roof top accessories must be in compliance with the Residential Design Guidelines. With respect to any modification or addition to a Residential Dwelling or other Improvement on a Lot after initial construction, the roof

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materials, the roof pitch, and the type and location of roof top accessories must be in compliance with the Residential Modification Guidelines.

K. **CHIMNEYS.** With respect to the initial construction of a Residential Dwelling and related Improvements on a Lot, the materials used for a chimney in the Residential Dwelling or other Improvement must be in compliance with the Residential Design Guidelines. With respect to any modification to a chimney or new chimney in an addition to or modification of the Residential Dwelling or other Improvement on a Lot after initial construction, the materials used for the chimney must be in compliance with the Residential Modification Guidelines.

L. **WINDOW TREATMENTS AND DOORS.** Windows initially installed in a Residential Dwelling or other Improvement must be in compliance with the Residential Design Guidelines. Replacement windows and windows installed in an addition to or modification of a Residential Dwelling or other Improvement after initial construction of the Residential Dwelling must be approved in writing by the Architectural Review Committee and comply with the Residential Modification Guidelines. Reflective glass is not permitted on the exterior of a Residential Dwelling or other Improvement on a Lot. No foil or other reflective materials may be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Review Committee. Security bars are not permitted on the exterior of windows or doors. Screen doors may not be used on the front or side of a Residential Dwelling. An aluminum or metal door with a glass front (e.g., storm door) is permitted on the front of a Residential Dwelling or on the rear of a Residential Dwelling, so long as the door is approved in writing by the Architectural Review Committee prior to installation and the door does not have a screen or bars.

M. **MECHANICAL EQUIPMENT.** All mechanical equipment, including, without limitation, air conditioning units, utility pedestals, meters, transformers, and pool equipment, must be located, to the extent possible, at the side or rear of each Residential Dwelling, out of view, or screened from view with evergreen shrubs in a manner approved by the Architectural Review Committee.

N. **PLAY STRUCTURES.** The type, size, location, and maintenance of a permitted play structure, as well as the materials used in the construction of a play structure, must be in compliance with the Residential Modification Guidelines. A play structure requires the written approval of the Architectural Review Committee prior to placement or construction on a Lot.

O. **LANDSCAPING.** The Residential Design Guidelines set forth the requirements for landscaping upon initial construction of a Residential Dwelling on a Lot, including, without limitation, requirements for sod, planting beds, trees, and irrigation. The Residential Design Guidelines include preferred plant lists for trees, shrubs, grasses, and ground covers. The landscaping installed on a Lot at the time of initial construction of a Residential Dwelling on a Lot must comply with all of the requirements set forth in the Residential Design Guidelines. The landscape design for a Lot and replacement plants are generally required to conform to the original design and plant materials installed at the time of initial construction of a Residential Dwelling on a Lot. However, modifications to planting beds or plant materials and additional landscaping after the initial landscaping must be in compliance with the Residential Modification Guidelines.

A principal factor in the overall design, appearance and desirability of the Community is the installation, maintenance and preservation of landscaping in the reserves throughout the Community restricted to open space and landscape uses. Landscaping installed by Declarant is a critical part of the development plan for the Community aimed at distinguishing the Community

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from other residential neighborhoods and constituting an important factor in the decision to purchase a Lot in the Community. The preservation of landscaping in the various reserves throughout the Community and, therefore, the preservation of the overall design and appearance of the Community, are of utmost importance to the Declarant, not only during the Development Period, but also after the Development Period. Consequently, for a period of five (5) years after the date all Lots in the Community have been conveyed by Declarant, as evidenced by recorded deeds, the Association, acting through its Board of Directors, does not have the authority to change landscaping contractors or reduce the type or scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant, without the written approval of Declarant. Provided that, the expense for landscaping services during this five (5) year period may not unreasonably increase above the then current market rate for the type and scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant. As used herein, "market rate" does not necessarily mean the lowest rate at which a landscaping contractor may be willing to perform the services. Rather, it means the median rate provided by established landscape contractors who have good reputations in the industry and are able to comply with all of the Association's insurance requirements.

P. SEASONAL DECORATIONS. Seasonal or holiday decorations must be reasonable in quantity and scope and may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot only for a reasonable period of time before and after the holiday to which the holiday decorations relate. In the event of a dispute as to either the quantity or scope of decorations displayed on a Lot or the duration of the display, the reasonable, good faith decision of the Board of Directors concerning whether the quantity or scope of the decorations is reasonable or whether the duration of the display of the decorations is reasonable will be conclusive and binding on all parties.

Q. SWIMMING POOLS AND OTHER WATER AMENITIES. No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity may be constructed, installed, and maintained on a Lot without the prior written approval of Architectural Review Committee. Further, the construction of swimming pools, outdoor water features and other amenities on Lots within the Community must be in compliance with the Residential Modification Guidelines. Permanent, above-ground swimming pools are not permitted. A fountain in the front yard of a Lot is prohibited.

R. DRIVEWAYS, WALKWAYS AND SIDEWALKS. Upon the initial construction of a Residential Dwelling on a Lot, a driveway, a walkway leading from the front door of the Residential Dwelling to the street in front of the Lot or to the driveway on the Lot, and, in specified instances, a sidewalk, are required to be constructed on the Lot, all of which must comply with the Residential Design Guidelines. After the initial construction of a Residential Dwelling on a Lot, no driveway, walkway or sidewalk may be constructed on a Lot and no driveway, walkway or sidewalk may be modified except with the prior written approval of the Architectural Review Committee and compliance with the Residential Modification Guidelines.

S. EXTERIOR COLORS. The color(s) of paint and color impregnation proposed to be used on the exterior of a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Review Committee prior to application. The Residential Design Guidelines address colors for a Residential Dwelling initially constructed on a Lot. The color scheme for the Residential Dwelling and other Improvements initially constructed on a Lot must be in compliance with the Residential Design Guidelines. Any change in the color scheme of the Residential Dwelling and related Improvements after initial construction, any repainting,

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and the color scheme for any new Improvement or addition to the Residential Dwelling or other Improvement on a Lot must be in compliance with the Residential Modification Guidelines.

T. BASKETBALL GOALS, BASKETBALL COURTS AND SPORT COURTS. No basketball goal or basketball court may be placed or installed on a Lot without the prior written approval of the Architectural Review Committee. A basketball goal or basketball court is permitted on a Lot only if it complies with the Residential Modification Guidelines. Sport courts are prohibited.

U. BALCONIES. As used herein, the term "**balcony**" means a second story platform which projects from the wall of a Residential Dwelling. A balcony on a Residential Dwelling requires the prior written approval of the Architectural Review Committee and compliance with the Residential Design Guidelines. In no event is a balcony permitted to project from the wall of the Residential Dwelling a distance greater than six (6) feet.

SECTION 3.3. SIZE AND LOCATION OF RESIDENCES; PARTICULAR FEATURES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a one-story Residential Dwelling on a Lot is two thousand five hundred (2,500) square feet; the minimum allowable area of interior living space in a two-story Residential Dwelling on a Lot is three thousand (3,000) square feet; and the minimum allowable area of interior living space in the ground level of a two-story Residential Dwelling on a Lot is one thousand eight hundred (1,800) square feet. For purposes of this Declaration, the term "interior living space" excludes steps, porches, exterior balconies, and garages. If the document annexing additional land sets forth minimum allowable areas of interior living space for Residential Dwellings constructed or to be constructed on Lots in the land area being annexed that differ from the minimum allowable areas of living space set forth in this Section, the minimum allowable areas of living space set forth in the annexation document will control as to the Lots covered by the annexation document.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling may exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling may have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume of the space above the second story living area of the Residential Dwelling as originally designed and constructed.

C. LOCATION OF IMPROVEMENT SETBACKS. Unless otherwise set forth on the applicable Plat, a Residential Dwelling and all Improvements on a Lot, other than approved landscaping and approved fencing on side and rear property lines, must be located on a Lot in accordance with the setbacks set forth in the Residential Design Guidelines. The same setbacks are also set forth in the Residential Modification Guidelines. Accordingly, a modification or addition constructed on a Lot after initial construction of the Residential Dwelling and related Improvements must comply with the setbacks set forth in the Residential Modification Guidelines. Notwithstanding the foregoing, the Architectural Review Committee may grant a variance from an applicable setback in the manner provided in Article IV, Section 4.7, when, in its sole discretion, a variance is deemed necessary or appropriate.

D. FRONT AND REAR USABLE PORCHES. The Residential Dwelling on each Lot must include a usable front porch and a usable rear porch. As used herein, "usable" means a seating area large enough for at least two (2) persons. The ceiling of a usable rear or front porch may not (at any point) extend above the top surface of the floor of the porch more than twelve (12)

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feet. All required front and rear porches must be in compliance with the requirements set forth in the Residential Design Guidelines.

E. **COMPLIANCE WITH BUILDING REQUIREMENTS.** Builders are obligated to strictly comply with all provisions of this Declaration and the Residential Design Guidelines. Only Declarant has the authority to allow deviations by Builders from provisions of this Declaration unless Declarant voluntarily assigns or delegates such authority to the Architectural Review Committee by a written instrument recorded in the Official Public Records of Real Property of Harris County, Texas. In the event that a Builder fails to comply with the provisions of this Declaration or the Residential Design Guidelines and does not correct the violation within seven (7) days of the date of receipt of written notice of the violation from Declarant, or such longer period that may, in the sole discretion of Declarant, be stipulated in the notice, or that may be required by law, Declarant has the authority to impose a fine against the Builder and the Lot in question, if owned by the Builder, in the amount of $100.00 each day that the violation continues to exist after the period specified in the notice to correct the violation. Any fines imposed against a Builder in accordance with this Section will be payable to the Association. Payment of such fines are the personal obligation of the Builder; provided that, payment of such fines are also secured by the lien referred to and established in Article VI of this Declaration against the Lot on which the violation exists.

SECTION 3.4. WALLS, FENCES AND GATES.

A. **FENCES.** No fence or wall may be constructed on a Lot without the prior written approval of the Architectural Review Committee. No fence or wall may be located nearer to the front property line of a Lot than the front of the Residential Dwelling. No fence or wall may be located nearer to the side street adjacent to a corner Lot than the side building setback. No hedge or pergola that serves as a fence or wall is allowed to grow more than the permitted height for a fence at that location; provided that, all of the provisions in this Section relating to the existence and location of a fence or wall are applicable to a hedge or pergola that serves as a fence or wall. Except as otherwise provided in this paragraph, each fence initially constructed on a Lot which is not required to be wrought iron, must be a solid wood fence which complies with the Residential Design Guidelines. A replacement fence or new fence constructed on a Lot after the fencing installed at the time of substantial completion of the Residential Dwelling on the Lot must be in compliance with the Residential Modification Guidelines. Wood fences are required to be stained in accordance with the Residential Design Guidelines and the Residential Modification Guidelines. **IN NO EVENT MAY ANY FENCE OR PORTION THEREOF THAT IS CHAIN LINK OR WIRE BE CONSTRUCTED OR ERECTED ON A LOT.**

B. **MAINTENANCE OF FENCES.** Except as otherwise expressly provided in this Declaration, ownership of any wall or fence erected on a Lot will pass with title to such Lot and it is the Lot Owner's responsibility to maintain, repair or replace, as necessary, such wall or fence. Maintenance of a wood fence includes the obligation to re-stain the fence as frequently as may be necessary so that the appearance of the fence complies with the standards of the Community. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of any Lot fails to maintain or repair a wall or fence on the Lot in a reasonable manner as required by this Section or, if necessary, replace the wall or fence, and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, go onto the Lot and cause the wall or fence to be maintained, repaired or replaced and to do every other thing necessary to secure

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compliance with this Declaration, and may charge the Owner of such Lot for the cost of such work. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining a fence or wall on his Lot in a reasonable manner and in accordance with the standards of the Community, and whether a fence or wall requires maintenance, repair or replacement, and the Board of Directors' determination will be conclusive and binding on all parties. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

C. **FENCES ERECTED BY DECLARANT.** Declarant may, but is not obligated to, erect fencing along the rear and side property lines of particular perimeter Lots. If Declarant erects fencing on particular Lots, Declarant hereby reserves for itself and the Association a perpetual easement upon and across such Lots for the purpose of erecting, maintaining, repairing and replacing the fencing erected along the rear property lines of such Lots. The area subject to the easement is five (5) feet in width and will extend across the entire width of the Lot adjacent to the rear property line. No Owner of any one (1) of these Lots has the authority to remove or in any way alter any portion of the fence on the Lot erected by Declarant. The Association is responsible for maintaining and repairing such fencing; however, the Owner of a Lot on which such a fence is located is obligated to stain the interior side of the fence. Declarant has the right, but not the obligation, to construct other fences within or around the Community which are deemed by the Declarant to enhance the appearance of the Community. An Owner is responsible for any damage to a fence constructed by or at the direction of the Declarant which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his guests, agents or invitees. The obligation to maintain and repair any fence constructed by Declarant on any Common Area will pass with title to the Common Area to the Association.

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D. MAINTENANCE OF OTHER FENCING BY THE ASSOCIATION. Certain fencing may be constructed by Declarant that abuts Common Area. The Association is responsible for maintaining and repairing all fencing abutting Common Area. An Owner is responsible for any damage to a fence constructed by or at the direction of the Declarant and maintained by the Association which is caused by such owner or his family members, or the negligent, or intentional, acts of his guests, agents or invitees. The obligation to maintain and repair any fence constructed by Declarant on any Common Area within Bridlecreek will pass with title to the Common Area to the Association.

E. GATES. Pedestrian and driveway gates and the permitted materials for gates are addressed in the Residential Design Guidelines and the Residential Modification Guidelines. All gates constructed or installed on a Lot at the time of initial construction of the Residential Dwelling and related Improvements must comply with the Residential Design Guidelines. A gate proposed to be constructed or installed on a Lot after initial construction of the Residential Dwelling and related Improvements on the Lot or a modification of an existing gate requires the prior written approval of the Architectural Review Committee and must comply with the Residential Modification Guidelines.

F. FENCES ADJACENT TO RESERVE E. All or a portion of the rear property line of each of the following Lots are adjacent to Reserve E (which is restricted for use for detention and drainage):

- Lots One (1) through Five (5), inclusive, in Block One (1)
- Lots Seven (7), Eight (8), and Nine (9) in Block One (1)
- Lots Fifteen (15) through Twenty-Two (22), inclusive, in Block One (1)

In conjunction with the use of Reserve E for drainage and detention, a swale exists throughout Reserve E which is to be maintained by the Association. The rear property line or portion of the rear property line of each of the Lots identified above which is adjacent to Reserve E is at or near the highest point of the swale, meaning, at the rear property line or portion thereof of each of the Lots, the ground in Reserve E begins to gradually slopes downward. In each instance, a wood fence has been or will be constructed along the rear property line or portion thereof of the Lot adjacent to Reserve E. If any such wood fence fails or deteriorates and the cause of the failure or deterioration of the fence is determined to be the result of erosion of the swale in Reserve E, the Association will be responsible for replacing or repairing the fence. The Owner or occupant of each of the designated Lots is discouraged from installing a landscape bed adjacent to the wood fence along the rear property line or portion thereof which is adjacent to Reserve E. If a landscape bed is installed, the Owner or occupant of the Lot is required to regularly trim the shrubs in the landscape bed so that the shrubs are not against the fence. In addition, the Owner or occupant of each of the designated Lots is required to trim trees in the rear yard of the Lot, if any, as necessary to prevent tree limbs from extending on or against the fence.

The Board of Directors of the Association, acting reasonably and in good faith, will determine whether the failure or deterioration of a fence on the rear property line of a designated Lot was caused by the erosion of the swale in Reserve E. If the Board determines that the failure or deterioration of a fence was not caused by the erosion of the swale in Reserve E, the Owner of the Lot in question may dispute that determination by providing written notice to the Association. In the event of a dispute, the parties are required to attempt to resolve the dispute through mediation. If mediation is unsuccessful, the Owner may proceed with a suit. The prevailing party in a suit filed under this Section is entitled to recover reasonable and necessary attorney's fees and costs.

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SECTION 3.5. GENERAL CONSTRUCTION PROCEDURES

A. **VEHICLE PARKING.** Parking of construction vehicles is restricted to the side of the street where the construction is taking place to allow for emergency vehicle access. Under no circumstances may vehicles be parked in the driveway of another Lot or in a manner that impedes or prevents access to other driveways.

B. **DEBRIS.** All construction debris and other trash must be removed from the Lot at least once per week. No trash may be left exposed that could be windblown onto adjacent Lots. Under no circumstances may storm sewer inlets be used to discard any trash or debris. Streets must be kept clean of mud, excess concrete (including spillage from concrete trucks) and other materials generated from construction. No debris, trash or liquids including, without limitation, paints or cleansers, will be deposited on the Common Area.

C. **PORT-A-CANS.** Port-a-cans must be kept neat and maintained in proper working order. A port-a-can must be located as far back from the street as possible while still enabling the port-a-can to be regularly serviced.

D. **PLACEMENT OF MATERIALS.** No building materials or equipment may be placed or kept in a street.

E. **HOURS OF CONSTRUCTION.** Construction work may take place only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday; 8:00 a.m. to 6:00 p.m. on Saturdays; and 9:00 a.m. to 6:00 p.m. on Sundays and designated holidays. Provided that, special permission to proceed with construction at other times may be given in writing by the Architectural Review Committee. As used herein, "construction work" includes staging activities, clean-up, and loading equipment.

F. **PROTECTION OF TREES.** Trees on a Lot, as well as trees on any adjacent Lot that may be affected by construction work, must be protected from damage by the erection of temporary wood fence or plastic barricades around the drip line of each tree.

G. **WASH-OUT AREA.** Declarant will designate a concrete wash-out area. No washing of concrete trucks on a Lot or in a street in the Community is allowed. Each Builder is responsible for assuring that the Builder's workmen, suppliers and subcontractors comply with this provision.

H. **CONTOURED AND SPECIALLY GRADED LOTS.** To promote a natural appearance, Declarant may contour or grade Lots throughout the Community to provide varied elevations. Except as necessary for drainage, a Builder may not alter the contouring or grading performed by Declarant. With regard to contoured and specially-graded Lots, it is the responsibility of the Builder to provide for proper drainage of the Lot and, if necessary, to engage a third-party professional for that purpose. **DEPOSITING OR DISCARDING SOIL, DIRT OR OTHER MATTER IN THE COMMON AREA IS STRICTLY PROHIBITED.**

I. **SILT CONTROL.** It is the responsibility of the Builder to control sediment erosion and to maintain a sediment control system on a Lot until the construction of a Residential Dwelling and the related Improvements on the Lot, including landscaping, is completed. Under no circumstances may silt be allowed to migrate into streets, storm sewers or drainage channels.

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SECTION 3.6. RESERVATIONS AND EASEMENTS.

A. **UTILITY EASEMENTS.** Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Community for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it is expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section, no utilities or appurtenances thereto may be installed or relocated on the Community until approved by Declarant or the Board.

B. **ADDITIONAL EASEMENTS.** Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the Official Public Records of Real Property of Harris County, Texas or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

C. **CHANGES TO EASEMENTS.** Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

D. **MINERAL RIGHTS.** It is expressly agreed and understood that the title conveyed by Declarant to a Lot or parcel of land in the Community by contract, deed or other conveyance will not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Community. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the fact that the title conveyed by Declarant to a Lot or parcel of land in the Community by contract, deed, or other conveyances will not be held or construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant will have no surface access to the Community for mineral purposes.

E. **DRAINAGE.** Except as shown on the drainage plan for the Community, if any, no Owner of a Lot is permitted to construct improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot. It is the intent of this provision to preserve natural drainage; provided that, the provisions of this Section are not applicable to Declarant or Lots contoured or specially graded by Declarant, as provided in Section 3.5H of this Declaration. The Declarant may, but is not required to, install drainage inlets or underground drains within the utility easement on one or more Lots. If so, no Owner may in any manner obstruct or interfere with such drainage system. If drains are not installed by Declarant, an underground drainage system may be required on each Lot by the Architectural Review Committee to assure proper drainage on the Lot. This Section will not be construed to impose an obligation upon Declarant to adopt or implement a drainage plan.

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F. **ELECTRIC DISTRIBUTION SYSTEM.** An electric distribution system will be installed in the Community, which service area embraces all of the Lots which are platted in the Community. This electrical distribution system will consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as may be necessary to make underground service available. In the event that there are constructed within the underground residential subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, must, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service will make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Community or by separate instrument granted necessary easements to the electric company providing for the installation,

maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, must, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein must be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Subdivision is being developed for residential dwelling units, consisting solely of homes, all of which are designed to be permanently located where originally constructed which are built for sale or rent.

The provisions of the two preceding paragraphs also apply to any future residential development in Bridlecreek.

G. **COMMON AREA.** The Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area (as limited by any Rules and Regulations) is appurtenant to title to a Lot. The Association has the right to charge a reasonable fee for the use of any facility situated on Common Area. Each Owner must observe and comply with any reasonable Rules and Regulations promulgated and published by the Association relating to the Common Area and is deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners. Declarant has the right to add property to the Common Area, provided that such additional property is free and clear of all encumbrances. All Common Area must be maintained by the Association. Notwithstanding the authority of the Association, acting through its Board of Directors, to adopt Rules and Regulations governing the use of Common Area, no swimming and no type of boating is permitted in Reserve G. Further, only catch and release fishing is permitted in Reserve G.

OWNERS ARE HEREBY ADVISED THAT COMMON AREA WITHIN THE COMMUNITY MAY EITHER REMAIN IN ITS NATURAL CONDITION OR BE MOWED OR OTHERWISE MAINTAINED ON AN INFREQUENT BASIS, THEREBY ALLOWING THE COMMON AREA TO REMAIN IN A STATE THAT IS SIMILAR TO ITS NATURAL CONDITION. FOR EXAMPLE, DURING THE DEVELOPMENT PERIOD, IT IS ANTICIPATED THAT DECLARANT WILL NOT CAUSE RESERVE E TO BE MOWED MORE FREQUENTLY THAN TEN (10) TIMES EACH YEAR. OWNERS ARE NOT ONLY NOTIFIED THAT SOME COMMON AREA WILL BE MINIMALLY MAINTAINED, IF AT ALL, BUT ALSO THAT COMMON AREA THAT IS EITHER NOT MAINTAINED OR MINIMALLY MAINTAINED MAY PROVIDE A HABITAT FOR WILD ANIMALS, INCLUDING SNAKES AND ALLIGATORS. OWNERS SHOULD TAKE APPROPRIATE PRECAUTIONS WHEN IN CLOSE PROXIMITY TO COMMON AREA IN THE COMMUNITY THAT IS NOT MAINTAINED OR IS MINIMALLY MAINTAINED OR INCLUDES A BODY OF WATER.

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ARTICLE IV
ARCHITECTURAL APPROVAL

SECTION 4.1. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee will consist of three (3) members. During the Development Period, Declarant has the exclusive right to appoint all three (3) members of the Architectural Review Committee. Thereafter, the Board has the right to appoint all members. As long as Declarant has the authority to appoint members of the Architectural Review Committee, members of the Architectural Review Committee may, but need not be, Members of the Association. After Declarant's authority to appoint members of the Architectural Review Committee ceases, members of the Architectural Review Committee must be Members of the Association. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and will serve until resignation or removal by Declarant. Members of the Architectural Review Committee appointed by the Board may be removed at any time by the Board, and will serve for such term as may be designated by the Board or until resignation or removal by the Board.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED. Plans for the Residential Dwelling and other Improvements to be initially constructed on a Lot must be submitted to and approved by the Architectural Review Committee in accordance with the submittal process set forth in the Residential Design Guidelines. Plans for any Improvements to be placed or constructed on a Lot after the initial construction of the Residential Dwelling, as well as Plans for an addition to or modification of the Residential Dwelling or other Improvement on a Lot, must be submitted to and approved by the Architectural Review Committee in accordance with the submittal process set forth in the Residential Modification Guidelines.

The Architectural Review Committee has the right to disapprove any Plans upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Declaration; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan and scheme of development for the Community; objection to the location of any proposed Improvement; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of the Residential Dwelling or other Improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Residential Dwelling or other Improvement inharmonious with the general plan and scheme of development for the Community. The Architectural Review Committee has the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot is obligated to comply and must be incorporated into the Plans for such Residential Dwelling or other Improvement. Approval of Plans by the Architectural Review Committee for Improvements on a particular Lot will not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar Plans for proposed Improvements for another Lot.

The Association is authorized to charge fees for the review of Plans; the fees may vary depending upon the required scope of the review.

Any revisions, modifications or changes in Plans previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above.

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If construction a Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing related construction work) within ninety (90) days of approval by the Architectural Review Committee of the Plans for such Residential Dwelling or other Improvement, then no construction may be commenced (or continued) on such Lot and the Owner of such Lot is required to resubmit all Plans for any Residential Dwelling or other Improvement to be constructed on the Lot to the Architectural Review Committee for approval in the same manner specified above.

SECTION 4.3. FAILURE OF COMMITTEE TO ACT ON PLANS. The ARC will strive to act on applications as quickly as possible. If a request for approval of a proposed Improvement on a Lot is not acted on by the Architectural Review Committee within forty-five (45) days of its receipt, the application is deemed to be disapproved by the Architectural Review Committee. Notwithstanding the written approval of the Architectural Review Committee of Plans for a proposed Improvement, an Owner or Builder may not construct or maintain an Improvement on a Lot that violates any provision of this Declaration or the Residential Design Guidelines or Residential Modification Guidelines, as applicable, the Architectural Review Committee at all times retaining the right to object to an Improvement on a Lot that violates any provision of this Declaration or such Guidelines. After the date that the Board of Directors obtains the authority to appoint the members of the Architectural Review Committee, an applicant has the right to appeal an adverse decision of the Architectural Review Committee to the Board of Directors. The Board of Directors has the authority to adopt procedures for appeals of decisions of the Architectural Review Committee. In the event of an appeal, the decision of the Architectural Review Committee will remain in effect during the pendency of the appeal. The decision of the Board of Directors will be conclusive and binding on all parties.

SECTION 4.4. PROSECUTION OF WORK AFTER APPROVAL. After approval of a proposed Improvement on a Lot, the proposed Improvement must be prosecuted diligently and continuously and completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the Plans submitted to and approved by the Architectural Review Committee.

SECTION 4.5. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative has the right, but not the obligation, to inspect an Improvement on a Lot before or after completion, provided that the right of inspection will terminate sixty (60) days after the Architectural Review Committee has received a notice of completion from the applicant.

SECTION 4.6. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors will constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors. Specifically, the approval by the Architectural Review Committee of an Improvement on a Lot will not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar Plans, submitted with respect to any other Improvement on a Lot.

SECTION 4.7. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and will become effective when signed by at least a

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majority of the members of the Architectural Review Committee. If any such variance is granted, no violation of the provisions of this Declaration will be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance will not (a) operate to waive any of the provisions of this Declaration or the Residential Design Guidelines or the Residential Modification Guidelines for any purpose except as to the particular Lot and the particular provision covered by the variance, (b) affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, or (c) affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.8. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee are entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve, but they may not otherwise be compensated by the Association. The Board of Directors is authorized to engage the Association's managing agent, an architect or another third party to assist in the review of Plans for proposed Improvements and to compensate such person(s) for their services, as deemed appropriate by the Board of Directors.

SECTION 4.9. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of an interested party and after confirming any necessary facts with the Architectural Review Committee, may furnish a certificate with respect to the approval or disapproval of an Improvement on a Lot or with respect to whether an Improvement on a Lot was constructed in compliance with the provisions of this Declaration and the Residential Design Guidelines and Residential Modification Guidelines. Any person, without actual notice of any falsity or inaccuracy of such a certificate, is entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 4.10. NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. None of the members of the Architectural Review Committee, the Association, any member of the Board of Directors, or Declarant are liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing a matter, the Architectural Review Committee does not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose.

SECTION 4.11. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of a permitted Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing may be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Community.

SECTION 4.12. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Review Committee for a Residential Dwelling or other Improvement on a Lot will not be construed in any respect as a representation or warranty by the Architectural Review Committee or Declarant to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the

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construction of the Improvement contemplated by such Plans. It is the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of a Lot for the construction of any contemplated Improvement thereon.

ARTICLE V
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 5.1. MANAGEMENT BY ASSOCIATION. The affairs of the Community will be administered by the Association. The Association has the right, power and obligation to provide for the management, administration, and operation of the Community as herein provided for and as provided for in the Certificate of Formation, the Bylaws and the Rules and Regulations. The business and affairs of the Association will be managed by its Board of Directors. During the Development Period, Declarant will determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board. The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Community as the Board deems reasonably necessary or appropriate to maintain and operate the Community in accordance with the provisions of this Declaration, including without limitation, the right to grant utility and other easements for uses the Board deems appropriate and the right to enter into agreements for maintenance, trash pick-up, repair, administration, patrol services, traffic, operation of recreational facilities, or other matters affecting the Community.

The Association, during the Development Period and thereafter, is permitted to enter into a contract or agreement with an entity in which Declarant or an officer, director or member of Declarant has a financial interest or a managerial position so long as the material facts of the interest or relationship are disclosed to or known by the Board of Directors of the Association, the contract or agreement is fair to the Association when approved, and the contract or agreement is approved in good faith and with ordinary care by not less than a majority of the Board of Directors of the Association.

SECTION 5.2. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot, whether one or more persons or entities, will upon and by virtue of becoming such Owner, automatically become and remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association will automatically cease. Membership in the Association is mandatory and appurtenant to and will automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 5.3. VOTING OF MEMBERS. Subject to any limitations set forth in this Declaration or the Bylaws, each Member other than Declarant is a Class A Member entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. Declarant is a Class B Member having ten (10) votes for each Lot owned. No Owner other than Declarant is entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Community to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Class A Member of the Association, such Class A Members may exercise their right to vote in such manner as they may among themselves determine, but in no event may more than one (1) vote be cast for each Lot. Such Class A Members must appoint one of them as the Member who is entitled to exercise the vote of that Lot at any meeting of the Association. Such designation must be made in writing to the Board of Directors and will be revocable at any time by actual written notice to the Board. The Board is entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Class A Member of the Association, and no single

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Class A Member is designated to vote on behalf of the Class A Members having an ownership interest in such Lot, then the Class A Member exercising the vote for the Lot will be deemed to be designated to vote on behalf of the Class A Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Any person who occupies a Residential Dwelling on a Lot in the Community but is not an Owner may attend meetings of the Association and serve on committees (other than the Architectural Review Committee after the Development Period expires). Fractional votes and split votes are not permitted. Cumulative voting is not permitted.

Class B membership in the Association will cease and be converted to Class A membership when the Development Period expires, or on any earlier date selected by Declarant and evidenced by a written notice recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 5.4. MEETINGS OF THE MEMBERS. Annual and special meetings of the Members of the Association will be held at such place and time and on such dates as specified or provided in the Bylaws.

SECTION 5.5. PROFESSIONAL MANAGEMENT. The Board has the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the management, administration and operation of the Community as provided for in this Declaration and in the Bylaws.

SECTION 5.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith will not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 5.7. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Certificate of Formation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration, the Rules and Regulations, the Residential Design Guidelines, and Residential Modification Guidelines or (c) any other civil claim or action. However, no provision in this Declaration or the Certificate of Formation or Bylaws will be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

SECTION 5.8. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association have a duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Certificate of Formation, Bylaws and the laws of the State of Texas, will be reviewed under the standard of the Business Judgment Rule as established by the common law

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of Texas, and such act or thing will not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the Director, officer or committee member. A court may not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE VI
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 6.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund will be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Community and the Owners of Lots therein. The Board may, by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Community; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Community and the Lots therein. The Board and its individual members are not liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 6.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Subject to Article VI, Section 6.7, below, each and every Lot in the Community is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge will run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it is so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges and other assessments levied against his Lot and/or assessed against him by virtue of his ownership thereof, as the same becomes due and payable, without demand. The Annual Maintenance Charges and other assessments herein provided for is a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or other assessment, together with interest, late charges, costs, and reasonable attorney's fees, is also the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge or assessment accrued, but no Member is personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Member is exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of the use or enjoyment of the Common Area, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 6.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Until January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance

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Charge will be $1,495.00 per Lot. From and after January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a fifteen percent (15%) increase over the prior year's maximum Annual Maintenance Charge without a vote of the Members of the Association. From and after January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be increased above fifteen percent (15%) only if (a) approved in writing by a majority of the Members or (b) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section. Except as provided in Section 6.7, the Annual Maintenance Charge levied against each Lot must be uniform.

SECTION 6.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The initial maximum Annual Maintenance Charge provided for herein is established as to all Lots on the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. However, the Annual Maintenance Charge will commence as to each Lot on the date of the conveyance of the Lot by the Declarant and will be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association is required to fix the amount of the Annual Maintenance Charge to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge must be sent to every Owner. Provided that, the failure to fix the amount of an Annual Maintenance Charge or to send written notice thereof to all Owners will not affect the authority of the Association to levy Annual Maintenance Charges or to increase Annual Maintenance Charges as provided in this Declaration.

SECTION 6.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Community or any other purposes contemplated by this Declaration, then the Board has the authority to levy a Special Assessment as it deems necessary to provide for such continued maintenance and operation of the Community. No Special Assessment will be effective until the same is approved either (a) in writing by at least a majority of the Members, or (b) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Special Assessment will be payable in the manner determined by the Board and the payment thereof is subject to interest, late charges, costs and attorney's fees, secured by the continuing lien established in this Article, and enforceable in the manner herein specified for the payment of the Annual Maintenance Charges.

SECTION 6.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/ SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot are due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter is deemed to be delinquent, and, without notice, bear interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association has the

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authority to impose a monthly late charge on any delinquent Annual Maintenance Charge. The monthly late charge, if imposed, will be in addition to interest. To secure the payment of the Annual Maintenance Charge, Special Assessments and Reserve Assessments (as provided in Section 6.8) levied hereunder and any other sums due hereunder (including, without limitation, interest, costs, late charges, attorney's fees), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved is deemed subordinate to any Mortgage for the purchase of the Lot and any renewal, extension, rearrangements or refinancing of such purchase money Mortgage. The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees will be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but is not required to, be given by recording in the Official Public Records of Real Property of Harris County, Texas an affidavit, duly executed, and acknowledged by a duly authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessments, Reserve Assessments and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Real Property of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it is the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association is entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot is required to pay a reasonable rent for the use of such Lot and such occupancy will constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale is entitled to the appointment of a receiver to collect such rents and, further, is entitled to sue for recovery of possession of such Lot by forcible detainer.

SECTION 6.7. PAYMENT OF ASSESSMENTS BY DECLARANT AND BUILDERS. Lots owned by Declarant are exempt from Annual Maintenance Charges and Special Assessments during the Development Period. Provided that, during the Development Period, Declarant must

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pay any deficiency in the operating budget, less any portion of the Annual Maintenance Charges deposited in any reserve account established by the Association or otherwise set aside for reserves. A Lot owned by a Builder is subject to Annual Maintenance Charges and Special Assessments at the same rate applicable to Lots other than Lots owned by Declarant.

SECTION 6.8. RESERVE ASSESSMENT. Upon the first sale of a Lot subsequent to the completion of a Residential Dwelling thereon, and upon each subsequent sale of the Lot, the purchaser of the Lot must pay to the Association a Reserve Assessment in a sum equal to the Annual Maintenance Charge in effect as of the date of closing on the sale of such Lot. The Reserve Assessment is due and payable on the date of closing on the sale of the Lot. Payment of the Reserve Assessment will be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default will bear interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid. During the Development Period, Reserve Assessments collected by the Association may be used for the administration, management, and operation of the Association or deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Area or both. After the Development Period expires, only fifty percent (50%) of the Reserve Assessments received by the Association in a calendar year may be used for the administration, management and operation of the Association; the remainder of the Reserve Assessments received by the Association in a calendar year must be deposited into a reserve account for capital improvements and/or repairs. No Reserve Assessment paid by an Owner will be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to this Article VI.

SECTION 6.9. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association may provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association is entitled to charge the Owner a reasonable fee for such statement.

SECTION 6.10. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot that is superior to the continuing lien created for the benefit of the Association pursuant to this Article, the purchaser at the foreclosure sale is not responsible for Annual Maintenance Charges, Special Assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors is responsible for Annual Maintenance Charges, Special Assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 6.11. ADMINISTRATIVE FEES AND RESALE CERTIFICATES. The Board of Directors of the Association may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Community and changing the ownership records of the Association ("**Administrative Fee**"). An Administrative Fee must be paid to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a Lot. The Administrative Fee must be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association also has the authority to establish

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and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate must be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

ARTICLE VII
INSURANCE; SECURITY

SECTION 7.1. GENERAL PROVISIONS. The Board has the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance will be an expense of the Association which is paid out of the Maintenance Fund.

SECTION 7.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling is responsible for insuring his Lot and Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling is, at his own cost and expense, responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 7.3. INDEMNITY OF ASSOCIATION. Each Owner is responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 7.4. SECURITY. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMUNITY. THE ASSOCIATION AND RELATED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING AND FURTHER

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ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

ARTICLE VIII
FIRE OR CASUALTY: REBUILDING

SECTION 8.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or Improvement must, within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), contract to repair or reconstruct the damaged portion of Residential Dwelling or Improvement and cause the Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Review Committee, and must promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction (or such longer period if agreed to in writing by the Board of Directors). In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, upon thirty (30) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, has the authority, but not the obligation, to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, will be charged to the Owner's assessment account, secured by the lien created in Article VI of this Declaration and collected in the manner provided in Article VI of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE IX
PRIVATE STREETS AND ACCESS GATE

9.1. STREETS AND ACCESS TO COMMUNITY. The streets in Bridlecreek are private streets that have been or will hereafter be conveyed by Declarant to the Association. Access to

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the Lots in Bridlecreek will be through an access gate on Bridlecreek Glen Drive.

9.2. MAINTENANCE OF STREETS AND ACCESS GATE. The future maintenance and repair of the streets and access gate is the responsibility of the Association. The Association, acting through the Board of Directors, is hereby vested with the authority to determine (a) whether the streets and/or access gate are in need of maintenance or repair and (b) the scope and manner of effecting any maintenance or repair work deemed to be necessary. However, when determining either whether the streets and access gate are in need of maintenance or repair or the scope and manner of effecting any maintenance or repair work deemed to be necessary, the Board of Directors is obligated to act reasonably and in good faith to the end that the streets and access gate are maintained substantially to the same standard that they exist at the time of original construction.

ARTICLE X
DURATION, AMENDMENT, ANNEXATION AND MERGER

SECTION 10.1. DURATION. The provisions of this Declaration will remain in full force and effect until January 1, 2030, and will be extended automatically for successive ten (10) year periods; provided however, that the provisions of this Declaration may be terminated on January 1, 2030, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than ninety percent (90%) of the Lots in the Community.

SECTION 10.2. AMENDMENT. For a period of twenty (20) years after the date this Declaration is recorded, Declarant has the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners. After the expiration of the twenty (20) year period, Declarant has the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment must be consistent with and in furtherance of the general plan and scheme of development for the Community. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas; provided that, during the Development Period, an amendment of this Declaration must also be approved in writing by Declarant. Provided further that, without the joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single Co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 10.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the consent of the Members, within twenty (20) years of the date that this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration only with the consent of not less than two-thirds (2/3) of the

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Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land will be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Harris County, Texas.

Upon annexing additional land, Declarant has the authority, in the annexation document, to impose additional restrictions upon the land being annexed and to modify provisions in this Declaration as such provisions apply to the annexed land, so long as the modifications are substantially consistent with the general plan and scheme of development for the Community as established by this Declaration. Further, Declarant has the authority to amend the provisions of an annexation document for a period of twenty (20) years after the date the annexation document is recorded, without the joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners.

SECTION 10.4. DEANNEXATION OF LAND. Land made subject to this Declaration may be deannexed by an instrument signed by Owners representing not less than two-thirds (2/3) of the Lots in the Community and filed of record in the Official Public Records of Real Property of Harris County, Texas. Provided that, no land made subject to this Declaration may be deannexed within twenty (20) years of the date this Declaration is recorded without the written consent of Declarant.

SECTION 10.5. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association will administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation will effect any revocation, change or addition to the provisions of this Declaration.

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ARTICLE XI
MISCELLANEOUS

SECTION 11.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration will remain in full force and effect.

SECTION 11.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 11.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and will not affect the construction or interpretation of this Declaration. Unless the context otherwise requires references herein to articles and sections are to articles and sections of this Declaration.

SECTION 11.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof will impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 11.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, has any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any Plans submitted, reviewed, or approved in accordance with the provisions of Article IV above, (b) any defects, structural or otherwise, in any work done according to such Plans, (c) the failure to approve or the disapproval of any Plans, or other data submitted by an Owner for approval pursuant to the provisions of Article IV, (d) the construction or performance of any work related to such Plans, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in a Residential Dwelling or Improvements or the Plans thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of a Lot, Residential Dwelling, or any other Improvements situated thereon.

SECTION 11.6. ENFORCEABILITY. The provisions of this Declaration run with the Community and are binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot in the Community, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. Provided that, only the Association has the authority to enforce the Association's lien for non-payment of Annual Maintenance Charges and other sums. If notice and an opportunity to be heard are given, the Association is entitled to impose reasonable fines for violations of the provisions of this Declaration, the recorded Rules and Regulations of the Association, the Residential Design Guidelines and the Residential Modification Guidelines and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of this Declaration, the recorded Rules and Regulations, the Residential Design Guidelines and the Residential Modification Guidelines. Such fines, fees and costs will be added to the Owner's assessment account and collected in the manner provided in Article VI of this Declaration. In the event any one or more persons, firms, corporations or other entities violates or attempts to violate any of the provisions of this Declaration, the Rules and Regulations or the Residential Design Guidelines or the Residential Modification Guidelines, Declarant, the Association, each Owner or occupant of a Lot within the Community, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 11.7. INTERPRETATION. The provisions of this Declaration will be liberally construed to give effect to their purposes and intent.

SECTION 11.8. CERTIFICATES OF COMPLIANCE AND NON-COMPLIANCE. The Association has the authority to adopt and enforce policies and procedures relating to the inspection of Lots prior to sale or conveyance and the issuance of a certification that the Lot is or is not in compliance with the provisions of this Declaration, the Rules and Regulations, the Residential Design Guidelines and the Residential Modification Guidelines. The Association also has the authority to charge a reasonable fee to the Owner of the Lot for the inspection of the Lot and the issuance of a Certificate of Compliance or Non-Compliance. Provided that, any policies

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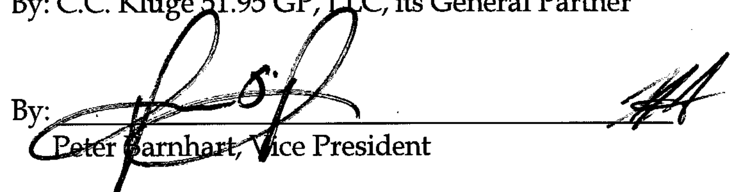
and procedures adopted by the Association will not be effective until recorded in the Official Public Records of Real Property of Harris County, Texas. Provided further that, policies and procedures relating to the inspection of Lots prior to sale or conveyance and the issuance of a certification are not applicable to Lots owned and to be sold and conveyed by Declarant or Lots on which there are no Improvements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this the 13th day of June, 2017, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

C.C. Kluge 51.95, L.P.,
a Texas limited partnership, Declarant

By: C.C. Kluge 51.95 GP, LLC, its General Partner

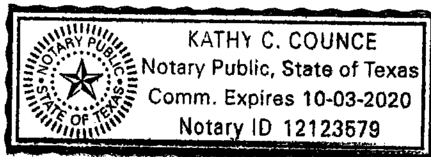


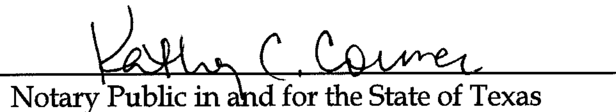
By: ______________________
Peter Barnhart, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Peter Barnhart, Vice President of C.C. Kluge 51.95 GP, LLC, General Partner of C.C. Kluge 51.95, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of June, 2017.





Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

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e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees $176.00

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.

Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS