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AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PARK VILLAGE ESTATES

RECORDER'S MEMORANDUM:

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AFTER RECORDING RETURN TO:
ALAMO TITLE COMPANY
5599 SAN FELIPE, #1400
HOUSTON, TX 77056

Attn: *Debbie Schmidt*

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PARK VILLAGE ESTATES**

ARTICLE I	Page 2
Definitions	
ARTICLE II	Page 4
Reservations, Exceptions and Dedications	
ARTICLE III	Page 6
Use Restrictions	
ARTICLE IV	Page 19
Architectural Control and Standards	
ARTICLE V	Page 22
Park Village Estates Community Association	
ARTICLE VI	Page 24
Property Rights	
ARTICLE VII	Page 25
Maintenance Assessments	
ARTICLE VIII	Page 33
General Provisions	

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF PARK VILLAGE ESTATES**

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This Amended Declaration is made on the date hereinafter set forth by DONMAR DEVELOPMENT, L.P., a/k/a Donmar Developments, LLC, having its principal offices in Houston, Harris County, Texas, and being herein called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the developer and original owner of the real property known as PARK VILLAGE ESTATES, Section 4, 5 & 6, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded for Section 4 in Volume 22, Pages 159-160, for Section 5 in Volume 22, Pages 265-266, and for Section 6 in Volume 22, pages 347-348, of the Map Records of Brazoria County, Texas (the "Subdivision"); and

WHEREAS, as owner of all property within the Subdivision, Declarant executed an original Declaration of Covenants, Conditions and Restrictions of Park Village Estates (the "Original Declaration"), which was recorded in the Real Property Records of Brazoria County, Texas, on November 28, 2001, under Clerk's File No. 01-053781; and

WHEREAS, Section 8.1 of the Original Declaration allows for changes to be made in the covenants, conditions and restrictions for the Subdivision, by an instrument executed by the then Owners of at least seventy-five percent (75%) of all the Lots within the Subdivision; and

WHEREAS, Declarant remains, as of the date of this instrument, the Owner of at least seventy-five percent (75%) of all the Lots within the Subdivision, and Declarant desires to make certain changes in the covenants, conditions and restrictions for the Subdivision, in order to

continue and improve the uniform plan for the development, improvement and sale of lots in the Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of the Lots in the Subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon PARK VILLAGE ESTATES, section 4, 5, & 6, and declares the following amended reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and for the welfare and benefit of the Owners of the Lots in the Subdivision, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof for the welfare and protection of property values.

ARTICLE I

DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise.

1.1 "Subdivision" shall mean and refer to PARK VILLAGE ESTATES, as more fully shown on the plat thereof recorded for Section 4, in Volume 22, Pages 159-160, for Section 5, in Volume 22, Page 265-266, and for Section 6, in Volume 22 Page 347-348, of the Map Records of Brazoria County, Texas, which property is described by map or plat description attached hereto as Exhibit "A" and made a part hereof for all purposes, and any additional properties made subject to the Covenants and Restrictions hereof pursuant to the provisions set forth herein.

1.2 "Lot" and/or "Lots" shall mean and refer to the Lots shown on the recorded Subdivision Plat which are restricted hereby to use for residential purposes, excluding specifically

the Common Area or Reserves.

1.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

1.4 "Subdivision Plat" shall mean and refer to the map or plat of PARK VILLAGE ESTATES, recorded for Section 4, Volume 22, Pages 159-160, for Section 5, Volume 22, Pages 265-266, and for Section 6, Volume 22, Pages 347-348, of the Map Records of Brazoria County, Texas.

1.5 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of PARK VILLAGE ESTATES, as provided for in Article IV hereof.

1.6 "Declarant" shall mean and refer to DONMAR DEVELOPMENT, L.P., a/k/a DONMAR DEVELOPMENTS, L.L.C., including any respective successor or assign, if (i) such successor or assign acquires more than one undeveloped Lot from the Declarant for the purpose of development, (ii) the successor or assign is designated as a Declarant by an instrument in writing executed by DONMAR DEVELOPMENT, L.P., and (iii) the instrument is filed of record in the Official Public Records of Real Property of Brazoria, Texas.

1.7 "Common Area" shall mean and refer to all those areas of land within the Subdivision as shown on the Subdivision Plats and described in the attached map or plat referred to as Exhibit "A" to this Agreement, except the Lots and the public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase

or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations. Common Area also includes any pipeline easements, drainage easements, utility easements not within platted Lots, landscape reserves and recreational reserves. The Common Area is to be conveyed to the Association free and clear of all encumbrances at the time of the conveyance of the first lot.

1.8 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following; structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; gates; common driveways; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities" or "any Common Facility" shall mean and refer to Common Facilities as defined respectively in the Declaration and all Amended Declarations.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes

certain restrictions applicable to the Subdivision, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether or not specifically referred to in such contract, deed or conveyance.

2.2 Declarant reserves the easements and right-of-ways as shown on the Subdivision Plat, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas sewers, water, cable or any other utility Declarant sees fit to install in, across and/or under the Subdivision.

2.3 Neither Declarant nor any utility company using the easements or rights-of-way as shown on the Subdivision Plat, or that may otherwise be granted or conveyed covering the Subdivision, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by any such easements or rights-of-way, unless negligent.

2.4 It is expressly agreed and understood that the title to any Lot or parcel of land within the Subdivision conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles, conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement Owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said Subdivision or other lands appurtenant thereto. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other

party, is hereby expressly reserved to Declarant.

ARTICLE III USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for single family residential purposes only (hereinafter referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and must have detached or attached garage capable of housing not less than two (2) or more than three (3) cars. As used herein, the term "single family residential Purposes" shall be construed to prohibit the use of said Lots for mobile homes, duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. Only new construction shall be permitted to be erected on a Lot and no existing dwelling or prefabricated structure shall be allowed to be moved onto or erected on any Lot.

The following specific restrictions and requirements shall apply to all Lots in the Property.

(a) Outbuildings: Provided the express written consent of the Architectural Control Committee is secured prior to installation and placement in the backyard of a Lot, one (1) lawn storage building and/or one (1) children's playhouse, each limited in maximum height to eight (8) feet from ground to highest point of structure, may be placed on a Lot. In no case can the outbuilding be placed in a utility easement; within five (5) feet of side property line; nor within fifteen (15) feet of the back property line. Additionally, no outbuilding structure of any type is permitted unless the backyard of the specific Lot involved is completely enclosed by fencing in accordance with paragraph 3.13.

(b) Additional Requirements for Storage Sheds. In addition to the restrictions in Section 3.1(a), all storage sheds shall meet the following specifications unless written approval is given, by the Architectural Control Committee, for a variance from these specifications:

- shingles must be the same color as the shingles on the house;
- the roofline must be the same as that for the house;
- the shed must be located behind the house so that it cannot be seen from the street;
- the color of the storage shed must be the same as the color of the trim on the house;
- the height cannot be greater than eight (8) feet;
- the width cannot be greater than six (6) feet; and
- plastic and vinyl materials cannot be used in construction of the shed.

(c) Additional Requirements for Playhouses. In addition to the restrictions in Section 3.1(a), all playhouses shall meet the following specifications unless written approval is given, by the Architectural Control Committee, for a variance from these specifications:

- the height cannot be greater than eight (8) feet;
- the playhouse must be located in the rear yard, a minimum of fifteen (15) feet from the rear fence line, and must be centered in the yard behind the house so that it cannot be seen from the street;
- the playhouse must be constructed of wood; plastic and vinyl materials cannot be used;
- multi-colored or cloth rooftop covers shall not be used; and
- the color of the playhouse must blend with the color of the house, although natural wood shall be acceptable.

(d) Garages: No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. At no time may garages be utilized for residential purposes. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. No carports of any kind shall be built, placed, or constructed on any Lot.

(e) Exterior Walls: No residence shall have less than fifty-one percent (51%) brick, or equivalent masonry construction, on its exterior wall area. Detached garages may have wood

siding of a type and design approved by the Architectural Control Committee or its designated representative.

(f) Roof Materials: Unless otherwise approved in accordance with the last sentence of this subsection (d), the roofs of all buildings on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles with a minimum manufacturer guarantee of twenty (20) years. The color of any composition shingles shall be of wood tone, earth tone or in harmony with earth tone and shall be approved in writing by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

(g) Air Conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control Committee prior to installation or placement.

* (h) Basketball goals: The following restrictions shall apply with respect to the construction and use of basketball goals unless written approval is given, by the Architectural Control Committee, for a variance from these requirements:

- portable basketball goals are allowed in the driveway, provided that they are stored out of sight when not in use;
- stationary basketball goals and poles are allowed, but must be screened by a tree tall enough, with year round foliage, to cover the goal; and
- basketball goals may not be attached to the house.

(i) Garbage cans or containers. All cans or other containers for garbage or trash of any kind shall be concealed from view on days other than those on which garbage is collected.

3.2 Minimum Square Footage Within Improvements. Each one story dwelling constructed on a Lot shall contain a minimum of One Thousand One Hundred (1,100) square feet of livable area, exclusive of open porches and garages, and each multistory dwelling shall have at least One Thousand One Hundred (1,100) square feet of livable area, exclusive of open porches and garages.

3.3 Landscaping. The Owner or builder of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall (1) solid sod with grass in the area between his residential dwelling and the curb line(s) of the abutting street(s), (2) plant no less than one (1) tree at least three (3) inches in diameter, (3) plant one (1) tree no less than two (2) inches in diameter, and (4) plant no less than fifteen (15) 2-gallon shrubs. The grass, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee.

3.4 Sidewalks. No sidewalk, walkway, improved pathway, deck, patio, driveway or other improvement shall be constructed on any Lot unless and until the plans and specifications therefor are submitted to and approved by the Architectural Control Committee as provided in Article IV below. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied. Furthermore, at each street intersection and/or pedestrian crosswalk where a sidewalk shall abut the curb, there shall be provided curb ramps with a rough,

non-skid surface to accommodate handicapped individuals in wheel chairs before the main residence is occupied. The type of construction and the specifications for said curb ramps shall be as provided by the City of Pearland Engineering Department.

3.5 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or re-plats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 3.6 below, no part of the main residential structure or garage shall be located nearer than five (5) feet to an interior side Lot line or ten (10) feet to any exterior Lot line on a corner Lot. Any detached garage located a distance of sixty-five (65) feet or more from the front property line of a Lot may be located not less than three (3) feet from an interior side Lot line. Notwithstanding any provision hereof to the contrary, no building or structure constructed on a Lot shall be allowed to be constructed within an existing utility easement or encroach upon another Lot or to be situated closer than ten (10) feet to a building or structure on any adjoining Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front of the Lot. For the purpose hereof, the term "front Lot line" shall mean the property line of a Lot that is adjacent and contiguous to a street or road shown on the Subdivision Plat, or if two or more property lines are adjacent to a street, the "front Lot line" shall be the property line adjacent to a street that has the shortest length. The term "street side Lot line" shall mean and refer to all property lines of any Lots that are adjacent to a street except the front Lot line, and the "interior side Lot line" shall mean and refer to all property lines other than the front Lot line and the street side

Lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee each main residential structure shall face the front building line.

3.6 Composite Building Site. Subject to the written approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or re-divide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the front building setback line of not less than forty-five (45) feet. If an Owner consolidates two or more adjoining Lots, each original Lot shall continue to be assessed for maintenance as provided in Article VII. If an Owner re-divides a Lot, the resulting Lots shall be assessed for maintenance as provided in Article VII as if each resulting Lot were an original Lot.

3.7 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the persons living in the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the subdivision and the lighting effects utilized to display the model homes.

3.8 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, barn or other outbuilding, shall be maintained or used on any Lot at any time

as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the Architectural Control Committee; provided, however, Declarant reserves the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots or Reserves as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Subdivision. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Garages may be used during the development phase or new home construction as a sales office, provided they are converted to a regular garage capable of housing a minimum of two (2) automobiles prior to conveyance for occupancy by an Owner.

3.9 Playhouses, Pools, or Other Amenity Structures. No above ground pools are permitted on any Lots. Playhouse or fort style structures are limited to a maximum overall height of eight (8) feet and an above ground grade deck maximum height of forty-two (42) inches. Additionally, playground equipment of any type or amenity structures of any type are permitted only in the backyard of a Lot that is completely enclosed by a fence in accordance with paragraph 3.13.

3.10 Storage of Automobiles, Boats, Trailers and Other Vehicles. No vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or pick-up trucks that: (1) are in operating condition; (2) have current license plates and inspection stickers; (3) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (4) which do not exceed six feet six inches in height, or seven feet six inches in width or

twenty-one feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or Common Area unless such object is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, easement, Common Area, driveway or on any Lot. No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Subdivision, if, in the sole judgment of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owner, his tenants, and their families. The Board of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This section shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities, or of a house or houses in the immediate vicinity.

3.11 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, nor shall any storage tanks of any type be , permitted upon any Lot.

3.12 Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two

common household pets will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined in a manner so as not to constitute a nuisance. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on a leash and in control of the owner when away from Lot.

3.13 Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, wall or fence shall be erected or maintained nearer to the front Lot line than the front walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height. All fences and walls shall be of cedar construction or better. Wood fences shall not be painted or stained. No chain link fence type construction will be permitted on any Lot. Hedges may be placed along the side Lot lines from the front walls of the dwelling unit to the front Lot line provided they do not exceed three (3) feet in height.

3.14 Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

3.15 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass and shrubbery thereof cut in a sanitary, healthful and attractive manner. In no event shall any Lot be used for storage of materials or equipment except for normal residential requirements, or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored when not in use so as not to be visible from any street or adjacent lot. The drying of clothes in public view is prohibited. The Owner or occupants of any Lot shall construct and maintain a fenced enclosure to screen drying clothes from public view. Similarly,

all yard equipment, wood piles, or storage piles shall be kept screened by fenced service yard or other similar facilities so as to conceal them from view of neighboring Lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids or as required by the City of Pearland. Equipment for the storage or disposal of such waste materials used in the construction of improvement erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, being placed in the U. S. mail without the requirement of certification, Declarant or the Association may, without liability to the Owner or occupant, enter upon said Lot and cause to be cut such weeds and grass and shrubbery, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Lot for the reasonable cost of the work. Said charges shall become an assessment against the Lot as provided in Article VII. Minimum standards are defined for any property wherein the grass or weeds exceeds the height of six (6) inches or wherein the Declarant or the Association determines weeds not to be consistent with the standard of surrounding properties. Further, Declarant or the Association reserves the right to contract or

arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

3.16 Signs, Advertising, Billboards. No signs billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided consent is obtained from the Declarant, which shall not be unreasonably withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.17 Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or F.M. signals shall be erected, constructed, placed or permitted to remain on any Lot, or house, or garage, or building constructed on any Lot. Television antennas may be located inside of the attic so as to be completely concealed from public view. Additionally, no antenna, radio, T.V. tower, or antenna of any type or style shall be erected on any Lot either as an attached or a free-standing structure or be erected and supported by any type of guy wires. Notwithstanding the above, each Owner may install one satellite dish or direct T.V. dish.

3.18 Noise. Except in an emergency or when unusual circumstances exist (as determined

by the Declarant), outside construction work or noisy interior construction work shall be permitted only after 6:00 o'clock a.m. and before 9:00 o'clock p.m.

3.19 Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting & Power Company and Declarant. The Owner of each Lot containing a single dwelling unit shall, at his 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 to be made available by the electric company at a point designated by electric company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the subdivision 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 Owner's reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at his 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 underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively

of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

3.20 Deviations in Restrictions. The Declarant, at its sole discretion, subject to Section 8.4 herein, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be consistent with the intent of this Declaration in consideration of the welfare of the overall Subdivision.

3.21 No Liability. Neither Declarant, Board of Directors of the Association, nor the respective officers, agents, employees and architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residential structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot by the Owner in the subdivision shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that Declarant and the Board of Directors of the Association, as well as their officers, agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.22 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which

is- most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplement to the Declaration.

ARTICLE IV

ARCHITECTURAL CONTROL AND STANDARDS

4.1 Architectural Control Committee. The Architectural Control Committee (hereafter referred to as "ACC") shall consist of three (3) members who shall be initially appointed by the Declarant. The Declarant hereby appoints Victor A. Botrie as the initial member of the ACC. The ACC may from time to time appoint a Designated Representative to act on its behalf, and Victor A. Botrie is hereby appointed as the initial Designated Representative of the ACC. In the event of the death, resignation or removal of any initial or subsequent member of the ACC, the remaining member or members, or the Designated Representative if there is no remaining member, shall have the power to appoint successor member(s) to the ACC. Any member of the ACC may be removed with or without cause by the vote of the Board of Directors of the Association. After such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, or at such earlier time as the ACC may elect, the duties and responsibilities of the Architectural Control Committee shall be assumed by, and its powers assigned to, the Board of Directors of the Association. At the time the ACC ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as the Architectural Control Committee may elect), it shall assign the rights and powers, duties and obligations of the Architectural Control Committee to the Board of Directors of the Association, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the members of the ACC or its Designated Representative, and filed of record

in the appropriate records of the County Clerk of Brazoria County, Texas. The address for submission of applications for architectural review may change from time to time.

4.2 Approval of Building Plans.

(a) Approval required; procedure. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its Designated Representative, prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its discretion. In the event the Architectural Control Committee falls to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, written approval will not be required and the requirement of this Section will be deemed to have been fully complied with as long as any alterations, construction or renovations are completed in accordance with the Declaration or any amendments hereto.

(b) ACC Authority if Approval is Not Requested. Should an Owner commence construction of any such improvements, alterations or exterior changes without written approval by the Architectural Control Committee, and such improvements do not comply with the terms of the Declaration, the Owner will be in violation of the Declaration and shall be required to alter or remove the nonconforming portions of the improvement. The Architectural Control Committee

will be permitted up to one hundred and twenty (120) days to respond to any submission for approval after the fact of completion. The Association has the right to obtain a restraining order or pursue any other process within the law to terminate or halt construction progress which has not been approved by the Architectural Control Committee and which is in violation of this Declaration. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

(c) Attorney's Fees and Costs. All reasonable enforcement costs and attorney's fees incurred by the Association in connection with the Association's exercise of the right to obtain restraining orders and/or temporary or permanent injunctions under this Section 4.1 shall be recoverable against the Owner and/or occupant in violation of this Declaration. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the residence on a Lot to pay all such reasonable costs of enforcement and attorney's fees immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and shall become a charge thereon which shall be collectible in the same manner as the regular annual maintenance charges provided for in Article VII.

(d) Variances. In connection with its review and approval of the plans and specifications and plot plan as provided in this Declaration, it is expressly provided that the Architectural Control Committee shall have the authority to grant variances to allow encroachments upon and across building setback lines established pursuant to Section 3.5 hereof, and to permit other deviations from the specific requirements and limitations of this Declaration in those matters as to which the Architectural Control Committee is given approval authority. Any such variance

or permission must be evidenced in writing signed by a majority of the Architectural Control Committee or by the Designated Representative thereof, and may be given or withheld in the sole and absolute discretion of the Architectural Control Committee or the Designated Representative, based on subjective or aesthetic reasons. Any variance granted by the Architectural Control Committee must conform with the City of Pearland Building and Zoning Ordinance in effect at the time the variance is granted.

4.3 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum guideline and the ACC shall not be bound thereby or prohibited from imposing additional or more stringent requirements or adopting amendments to the Minimum Construction Standards to relax, reduce or otherwise modify such standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls. No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall including, but not limited to, changing the color, appearance, texture or reflective character of any exterior surface; the addition or alteration of shutters, awnings or other window coverings; or the addition of wall applications shall not be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided in Section 4.1 above. Such remodeling, renovation or redecoration shall, for the purpose hereof, be deemed to constitute an alteration of the building subject to the provisions of Section 4.1.

ARTICLE V

PARK VILLAGE ESTATES COMMUNITY ASSOCIATION

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned by an Owner. The property owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

5.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, provided that the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a copy of the written instrument making such assignment being delivered to the Association). Class B members shall be entitled to three (3) votes for each Lot owned, but only on matters affecting Park Village Estates; otherwise Class B members shall have one vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership: or January 2014 The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, the Articles of Incorporation or the By-Laws of the Association or as herein provided, and both classes shall vote upon all matters as one group.

5.3 Non-Profit Corporation. PARK VILLAGE ESTATES COMMUNITY, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation and By-Laws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.4. By-Laws. The Association may make and establish such rules or by-laws as it may choose to govern the organization and administration of the Association provided, however, that such rules or by-laws are not in conflict with the terms and provisions hereof. The right and power to alter, amend or repeal the by-laws of the Association, or to adopt new by-laws is expressly reserved by and delegated by the members of the Association to the Board of Directors of the Association.

5.5. Inspection of Records. The members of the Association shall have the right to inspect the books and records for the Association at reasonable times during the normal business hours by appointment.

ARTICLE VI

PROPERTY RIGHTS

6.1 Owners Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, or breach of any provisions of the Declaration.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of the members agreeing to such dedication or transfer has been recorded in the Official Public Records of Real Property of Brazoria County, Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 7. 1.

6.2 Delegation of Use. Any Owner may delegate in accordance with the by-laws the Owner's right of enjoyment to the Common Area and Common Facilities, if any, to the members of the Owner's family, tenants or contract purchasers who occupy the residential dwelling on the Owner's Lot.

ARTICLE VII

MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision hereby covenants, and each Owner of any Lot by

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessment or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner and his Lot as provided in Sections 3.15, 4.1 and 8.2 of this Declaration, such assessments and charges to be established and collected as herein provided. The annual and special assessments, as well as the other charges described in Sections 3.15, 4.1 and 8.2 of this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

7.2 Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street right-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities, if any; constructing and maintaining parkways, green belts, detention areas, right-of-ways, easements, esplanades, Common Areas, sidewalks, paths, and other public areas; construction and operations of all street lights; garbage collecting; insecticide services; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses

incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the, Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 7.3. Lots which are not and have never been occupied, and which are owned by Declarant or the person who has ownership of the lot built (or causes to be built a residential dwelling on the Lot), shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot, will change within that calendar year as the character of ownership and the status, of occupancy changes; however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

7.3 Maximum Annual Assessment. Until January 2001, there shall be no annual assessment.

(a) The annual assessment for the calendar year 2001 shall be established by the Board of Directors of the Association (the "Board of Directors") and may be set in any amount not in excess of \$400.00 per year. The Board of Directors shall fix the amount of the 2001 annual assessment (and the annual assessment for each subsequent calendar year) at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Section 5.1 (a). Maintenance fees are due on January 1 of each year and considered delinquent if not received by January 31 of that year. If for any reason the Board of Directors fails to fix the annual assessment for any year by December 2nd of the preceding year, it shall be deemed that the annual assessment for such year will be the same as that established for the preceding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors establish a new annual assessment in accordance with the provisions hereof.

(b) From and after January 1, 2002, the maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Association to an amount which is not more than ten percent (10%) above the assessment for the previous year.

(c) From and after January 1, 2003, the maximum annual assessment may be increased by more than ten percent (10%) of the previous year's assessment only if the increase is approved by the affirmative vote of a majority of those members of each class who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.5, the voting process for this action may also be handle by mail ballot

as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon leveling of any increased assessment pursuant to the provisions of this Section 7.3, the Association shall cause to be recorded in the Official Public Records of Real Property of Brazoria County, Texas, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, the amount of the increased assessment which must be paid in order to avoid being delinquent.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two-thirds (2/3rds) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any

Special Assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be recorded in the real property records of the Brazoria County Clerks Office, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

7.5 Notice and Quorum for any Action Authorized under Paragraphs 7.3 and 7.4

Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not sent, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two-thirds (2/3) of the total membership of each class is required.

7.6 Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with Sections 3.15 and 4.1 not paid within thirty-one (31) days after due date shall bear interest from the due date at a rate of ten percent (10%) per annum on the unpaid balance. The Association may bring action at law against the Owner personally

obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and/or non-judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Brazoria County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) Days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records

of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Brazoria County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and reasonable trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

It is the intent of the provisions of this Section 7.6 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Brazoria County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

7.7 Subordination of the Lien to Mortgages. As herein above provided, the title to each Lot shall be subject to a vendor's lien and power of sale and non-judicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and non-judicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and non-judicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and non-judicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided herein above, the Association, in the discretion of the Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of

any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date the covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument executed by the then Owners of seventy-five percent (75%) of all the Lots within the Subdivision, and properly recorded in the Official Public Records of Real Property of Brazoria County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the last twelve (12) months of the initial term above stated and during any such ten (10) year automatic extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy five percent (75%) of all the Lots in the Subdivision and properly recorded in the Official Public Records of Real Property of Brazoria County, Texas, provided no such change and/or amendment shall alter the effectiveness of these covenants and restrictions until the natural expiration of the original term or the automatic extension term then in effect. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record in the Official Public Records of Real Property of Brazoria County, Texas, for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the FHA, or VA, or any federal, state, county, or municipal governing body, or any agency or department thereof, provided, however, that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and any supplemental declarations taken collectively, and shall not impair or affect

the vested property rights of any Owner or mortgagee of an Owner. All amendments hereof shall be approved by the FHA and VA while the Declarant retains control of the Subdivision.

8.2 Enforcement. The Association, any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable collection costs and attorney's fees. Failure by the Association or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners, the Declarant and the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or, other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development

The Association, acting on its own behalf or through its management company, may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection preservation or - operation of the Subdivision. Notification will be deemed to have been given upon deposit of a letter in the U. S. mail addressed to the Owner alleged to be in violation. Any cost that has accrued to the

Association pursuant to this Section shall be secured and collectable in the same manner as established herein for the security and collection of annual assessments as provided in Article VII.

8.3 Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or Veterans Administration ("VA"): annexation of additional land into the Subdivision, merger and consolidation, mortgaging of Common Area or Common Facilities, if any, dedication of Common Area, or any portion thereof, and dissolution or amendment of this Declaration.

8.5 Interpretation. If this Declaration or any word, clause sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.6 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

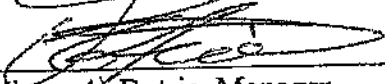
8.7 Continuing Validity of Original Declaration. If for any reason a court of competent jurisdiction shall declare this Amended Declaration to be void or unenforceable, then the Original Declaration shall remain valid and enforceable as if this Amended Declaration had not been executed and recorded.

EXECUTED this ___ day of March, 2002

DECLARANT:

Donmar Development, L.P.

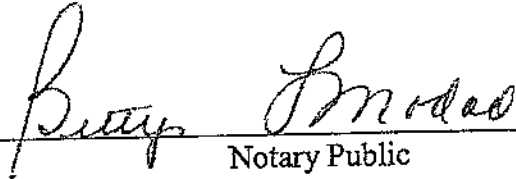
By: Mardon Development, L.L.C., general partner

By: 
Victor A. Botrie, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Victor A. Botrie, Manager of Mardon Development, L.L.C., general partner of Donmar Development, 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 therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of March, 2003.


Notary Public

AFTER RECORDING RETURN TO:
DONMAR DEVELOPMENT, L.P.
ATTENTION: VICTOR A. BOTRIE
13014 Thatcher Drive
Houston, Texas 77077

