

**PINE HOLLOW
HOMEOWNERS' ASSOCIATION**

**DECLARATION OF COVENANTS AND
RESTRICTIONS**

Note: This document is for reference by the members of the Pine Hollow Homeowner's Association. All efforts were made to create this electronic document verbatim from the original document filed in the County Clerks Office. However, unintended errors are still possible. Therefore, if a conflict should arise between this electronic version and the original document, the original filed document will prevail.

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DECLARATION OF COVENANTS AND RESTRICTIONS
PINEHOLLOW, SECTION ONE A AND ONE B
(A SINGLE FAMILY RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration"), made on the date hereinafter set forth, by HOUSTON PINE HOLLOW ASSOCIATES, LTD., a Texas Limited Partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property describe in Article III of this Declaration, and desires to create thereon a single family home residential community with designated "Lots", "Common Areas/Retention", and "Common Facilities" (as those terms are defined hereinafter) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Areas/Retention and Common Facilities, and, to this end, desires to subject the real property described in Article III, together with such additions as may hereafter be made thereto (as provided in Article III) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Area/Retention and Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I: Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- A. "Association" shall mean and refer to the non-profit corporation which Declarant shall cause to be incorporated as herein provided, its successor and assigns.
- B. "The Subdivision" shall mean and refer to Pine Hollow Section One A and One B, and subsequent sections of Pine Hollow brought within the scheme of this Declaration, and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) brought within the scheme of this Declaration. (See Article III hereof).

Pine Hollow Homeowners' Association: Declaration of Covenants and Restrictions

- C. "Subdivision Plat" shall mean and refer to the Map or Plat of PINE HOLLOW, SECTION ONE A and ONE B or any subsequent Map or Plat brought within the scheme of the Declaration under the authority provided in Article III hereof to be recorded in the Map Records of Brazoria County, Texas.
- D. "Lot" and/or "Lots" shall mean and refer to each of the lots completed and accepted by the city shown on the Subdivision Plat or Plats filed or to be filed of record which are incorporated under the subdivision. References herein to "The Lots (each Lot) in the Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.
- E. "Common Areas/Retention" shall mean and refer to all of those areas of land within The Subdivision as shown on the Subdivision Plat, except the Lots and the streets shown thereon, and specifically including jogging trails, green areas, entry's, fountains, and signs as shown on the Subdivision Plat, together with such other property as the Association may, at any time or from time to time, acquire as Common Areas/Retention 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 predecessor in title.
- F. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Areas/Retention 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 or the Lots in The Subdivision, as well as other 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 Declarations. 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, landscaping, swimming pools, tennis courts, and other similar and appurtenant improvements. "Common Facilities" does not include a Golf Course (as defined hereinafter) and any facilities connected therewith, but may include any lake or lakes adjacent to the Properties if Declarant determines same to be for the benefit of the Owner of the Lots in the Properties whether or not said lake or lakes form a natural part of the Golf Course. References herein to "the Common Facilities (any Common Facility) in "The Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.
- G. "Supplemental Declaration" shall mean and refer to any supplemental Declaration of Covenants and restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article III hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.
- H. "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract seller, whether one or more persons or entities, of the fee simple title to any Lot within The Subdivision, but, notwithstanding any applicable theory of mortgagees, shall not mean or refer to any mortgagee unless and until such mortgagee have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- I. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof, together with all the Owners in The Subdivision who are members of the Association as provided in all Supplemental Declaration.
- J. "References" herein to "The Common Areas/Retention" in "The Subdivision" shall mean and refer to Common Areas/Retention as defined respectively in this Declaration and all Supplemental Declarations. References herein to "The (all) Owners in The Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declaration.

ARTICLE II: Easements

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, reservations, and restrictions applicable to The Subdivision. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting The Subdivision. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting The Subdivision are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Declarant conveying any part of The Subdivision.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the utilities, cable, drainage or street lights. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitation, gas, electricity, telephone, and drainage) in favor of any person or entity furnishing or to furnish utility services, including drainage, to The Subdivision, along and either or both sides of any Lot line. Such easements for public utility purposes shall have a maximum width of five feet (5') on each, or applicable side of such Lot line.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along, or upon any Lot or any part thereof to reserve said Lot or any other portion of The Subdivision, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the property in The Subdivision for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable, drainage, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the property in The Subdivision within the public utility easements 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 sewer, electrical lines, water lines, drainage facilities, or other utilities or appurtenances thereto may be installed or relocated on the property in the Subdivision until approved by Declarant or the Association's Board of Trustees.

The utility companies furnishing service shall have the right to remove all trees and other plantings situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of The Subdivisions abutting such easements to prevent interference with operations of such utilities.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to postal service and garbage and trash

collection vehicles, and other service vehicles to enter upon The Subdivision in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter The Subdivision to render any service for which it is responsible as set forth in this Declaration.

Section 6. Underground Electric Service. An underground electric distribution system will be installed within The Subdivision, which will be designated an Underground Residential Subdivision, and which underground service area shall embrace all Lots in The Subdivision with the exception of perimeter lots that may be served with Overhead Electrical Service. The Owner or each Lot in the Underground Residential Subdivision 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 appurtenance from the point of the electric company's metering on the customer's structure to the point of attachment at such company's install 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 shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot 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 the residence constructed on such Owner's Lot. For as long as underground service is maintained in the underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character, and exclusively of the type known as (single phase 120/240 volt, three (3) wire, sixty (60) cycle alternating current).

The electric company has installed (or will install) the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single family dwellings of the usual and customary type, constructed upon the Lots, designed to and built for sale to bona fide purchasers.

Section 7. Surface Areas. The space of easement areas for Underground utility services may be used for planting of shrubbery, trees, lawns, or flowers and the erection of fences along property lines as provided for in Article VII Section 8 hereof. However, neither the Declarant nor any supplier of any utility or services using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

Further, neither the Declarant nor the supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them, or either of them, or their respective employees, servants, or assigns, to any sidewalks, driveways, fences, or any other object occupying any such easement or any portion thereof, as a result of any activity relating to the construction, maintenance, or repair of any facility in any such easement area. Nothing contained herein shall permit the construction of any building within any easement areas, which is hereby strictly prohibited.

ARTICLE III: Property Subject to This Declaration

Section 1. Description. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration consists of approximately 31 acres out of the Perry and Austin League A-111 Brazoria County, Texas, (Metes and Bounds attached as Exhibit "A" and made part hereof), and any subsequent recorded Plats thereof which are incorporated into the subdivision, and the area within the entry boulevard right of way and monument signs and landscaping at entry on either

side of the Pine Hollow Drive, all which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Mineral Exception. There is hereby excepted from The Subdivision and Declarant will hereinafter except from all its sales and conveyance of The Subdivision, or any part thereof, including the Lots and Common Areas/Retention, all oil, gas, and other minerals in, on, and under The Subdivision, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

- a) **Additions by Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, additional properties in future stages of the development (including, without limitation, subsequent sections of Pine Hollow, and all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities), upon the approval of the Board of Trustees of the Association, in its sole discretion.

Any associations authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property, and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose annual maintenance charge assessments on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge assessments imposed by this Declaration, any may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be applicable to the additional lands.

Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to the several Sections (or portions thereof) in The Subdivision, and/or the extent to which Owners in the several Sections (or portions thereof) in The Subdivision make us of the Common Areas/Retention and Common Facilities in The Subdivision, may vary in value or in kind. Therefore, the Board of Trustees, in its sole discretion and considering such facts as it deems pertinent relative to the relationship of the Association and the Common Areas/Retention and Common Facilities in The Subdivision to such additional lands and the Owners therein, and/or the services to be provided to the owners of Lots in the several Sections, may approve Supplemental Declarations providing for maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in this Declaration or any Supplemental Declaration. Provided however, that said changed and Supplemental Declarations meet FHA/VA requirements.

- b) **Other Additions.** Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner or any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in sub-section (a) above.
- c) **Mergers.** 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 shall administer the respective Covenants and Restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants and Restrictions established by this Declaration or any Supplemental Declaration.

ARTICLE IV: The Association

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general is to do anything necessary or desirable in the opinion of the Association to maintain or improve the property of the Subdivision, to collect the annual maintenance charges, and to administer the Maintenance Funds (as defined herein) for the purpose stated hereinafter, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Areas/Retention and Common Facilities in The Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association initially act through a three (3) member Board of Trustees, which shall manage the affairs of the Association. The initial Trustees, who need not be resident in The Subdivision, of the Association shall be selected by Declarant. Each initial Trustee shall serve until his successor is duly elected and qualified as provided in the Articles of Incorporation of the Association and its By-Laws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial term and until his successor is duly elected and qualified

The Trustee shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and council to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entitles, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in The Subdivision in which they hold the interest required for membership by this Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members, and 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 such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in The Subdivision in which it holds the interest required for membership by

this Declaration or any Supplemental Declaration; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of whichever of the following events occurs earlier:

- a) When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership;
- b) On January 1, 2015

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in The Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

Section 6. Title to Common Areas/Retention. The Declarant may retain the legal title to the Common Areas/Retention and Common Facilities in The Subdivision until such time as it has completed improvements thereon and/or until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Areas/Retention and Common Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas/Retention and Common Facilities granted to the Association in this Declaration and all Supplemental Declarations.

Section 7. Non-Liability. Neither Declarant nor the Associating shall have any liability whatsoever to any Owner or any party as a result of damage to any person or persons using the Common Areas/Retention.

ARTICLE V: Property Rights in The Common Areas/Retention And Common Facilities

Section 1. Members Non-Exclusive Easement of Enjoyment. Subject to the provisions of Section 2. of this Article V, every Member shall have a common right and the non-exclusive easement of enjoyment in and to the Common Areas/Retention and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in The Subdivision.

Section 2. Extent of Members' Non-Exclusive Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The right of the Association, in its discretion, to charge reasonable admission and other fees for the use or recreational Common Facilities and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Areas/Retention and Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Areas/Retention and Common Facilities by guests or invites of the Members, including, without limitation, the number of guests or invites who may use such Common Areas/Retention and Common Facilities or any part thereof at the same time;
- b) The right of the Association to grant or dedicate easement in, on, under, or above such Common Areas/Retention or any part thereof to any public or governmental agency or authority or to any utility company for any service to The Subdivision or any part thereof;
- c) The right of the Association to transfer any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Areas/Retention and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof;

- d) The right of the Association to enter into management and/or operating contracts or agreements relative to the maintenance and operation of such Common Areas/Retention and Common Facilities in such instances on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Areas/Retention; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Trustees may deem appropriate;
- e) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during any period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and all Supplemental Declarations or in its By-laws or at law or in equity on account of such default or infraction;
- f) The rights and easements existing, herein created, or hereafter created in favor of others, as provided for in Article II and Article VI hereof and in all Supplemental Declarations; and
- g) The restrictions as to use of Common Areas/Retention provided for in Article VIII hereof.

Section 3. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Areas/Retention and Common Facilities in The Subdivision, together with all non-exclusive easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, guests (subject to Section 2, (a) above), or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives, and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Lot by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

Section 4. Common Areas/Retention. Common Areas/Retention as shown on the Subdivision Plat are designated by the Subdivision Plat as "Common Areas/Retention", and as such shall be for the following purposes: the erection, construction, and maintenance of decorative statuary, fountains, landscaping and planting, sprinkler system and electrical or gas lighting, all as approved by the Architectural Control Committee and as a common expense of all the Members, as more fully described and set forth in Article VI, Section 1 hereof.

ARTICLE VI: Annual Maintenance Charges

Section 1. Annual Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in The Subdivision by all Supplemental Declarations, shall constitute and be known as the "Regular Maintenance Fund". The Regular Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members, and may be used for any and all of the following purposes, by way of illustration and not by way of limitation, to-wit: to promote the health, safety, recreation, and welfare of the Members; the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Areas and Common Facilities in The Subdivision and any other areas provided by this Declaration and any Supplemental Declaration to be so enhanced, beautified, and maintained by the Association as a common expense to all Members in The Subdivision; for necessary maintenance of streets, walkways, fountains, esplanades, parkways, sidewalks, lakes and vacant Lots in The Subdivision; collection of garbage and refuse; patrol and security services; fogging and spraying for insect control; street lighting maintenance; landscaping, mowing, removal of weeds and debris, the general maintenance of grass, shrubbery, flower beds and trees, the maintenance of walks, walkways, and all other things and purposes consistent herewith and/or desirable in the discretion of the Board of Trustees of the Association in maintaining the character and value of The Subdivision; enforcement of the

restrictions and covenants imposed on The Subdivision by this Declaration and all Supplemental Declarations; and for any and all other purposes which are, in the discretion of the Board of Trustees of the Association, desirable in maintaining the value and character of The Subdivision for the common benefit of all the Owners in The Subdivision. The uses of the Regular Maintenance Fund described herein shall not be obligatory, but shall be at the sole discretion of the Board of Trustees of the Association.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in The Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of this Declaration, including but without limitation, the lake or lakes adjacent to The Subdivision, the Association shall have the right and authority to allocate and expend such amounts from the Regular Maintenance Fund for construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Trustees shall determine, in its sole discretion.

Further, if any Common Facilities, whether situated on property within The Subdivision or on property then not subject to the scheme of this Declaration also are for the use and benefit of persons or entities other than the Owners in The Subdivision, the Association, shall have the right and authority to enter into agreements with other persons or entities enjoying the use and benefit of such Common Facilities (or their designee), in such instances and on such terms as its Board of Trustees may deem appropriate and acceptable, obligating the Association to contribute, from the Regular Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

In the event Declarant shall operate any Common Facilities in The Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Regular Maintenance Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Common Facility, in excess of the actually proceeds realized by Declarant from such operation, as such costs are incurred, to the extent that the balance of the Regular Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association.

Further, Declarant shall be entitled to be reimbursed from the Regular Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Areas/Retention and Common Facilities and accrued subsequent to the recordation of this Declaration, and prior to the date on which title to such Common Areas/Retention and Common Facilities are conveyed to the Association by Declarant, which have been actually paid by Declarant.

The Board of Trustees of the Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1. preference over other purposes, so long as the funds expended therefore shall be a part of the appropriate Maintenance Fund for which they were charged and collected. It is agreed that all expenses incurred and expenditures and decisions made by the Board of Trustees of the Association in good faith shall be binding and conclusive on all Members.

Section 2. Covenants for Assessments. Subject to the provisions set forth below in Section 3. and 4. relating to the rate at which the regular maintenance charges imposed herein shall be paid on unimproved Lots and subject to the increases and decreases provided for in Section 5. below, each and every Lot in The Subdivision is hereby severally subjected to and impressed with a regular annual

maintenance charge in the amount of TWO HUNDRED FORTY DOLLARS (\$240.00) per annum per Lot (hereinafter referred to as the "Regular Maintenance Charge"), which shall run with the land.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be 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 charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessment herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated.

Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver or the use or enjoyment of the Common Areas/Retention or Common Facilities, or any part thereof, or by abandonment of his Lot or his interest therein, or by his maintaining same at his own expense, as applicable.

Section 3. Unimproved Lots Owned by Declarant. Declarant shall pay fifty percent (50%) of the then existing Regular Maintenance Charge for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been sold and/or permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full Regular Maintenance Charge then assessed shall become applicable. If the Regular Maintenance Charge on such Lots has been prepaid at said fifty percent (50%) of the full Regular Maintenance Charge then assessed for the portion of the calendar year remaining after the Regular Maintenance Charge becomes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full Regular Maintenance Charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the Regular Maintenance Charge then assessed, which shall bear the same ratio to such fifty percent (50%) of such Regular Maintenance Charge as the number of full calendar months remaining in such calendar year bears to twelve (12).

Section 4. Unimproved Lots Owned by Owners Other Than Declarant. Owners of unimproved Lots other than Declarant shall pay fifty (50%) of the then existing Regular Maintenance Charge for each Lot owned by them, until substantial completion of a residence thereon. It shall be the duty of each builder to notify the Association at the time a residence has been substantially completed or sold and/or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected, or adjusted. Thereafter, commencing on the first day of the next succeeding calendar month, the full Regular Maintenance Charge then assessed shall become applicable. If the Regular Maintenance Charge on such Lot has been prepaid at said fifty percent (50%) of the Regular Maintenance Charge then assessed for the portion of the calendar year remaining after the full Regular Maintenance Charge becomes applicable as herein provided, then the Owner of such Lot shall be obligated to pay to the Association, on the date the full Regular Maintenance Charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the Regular maintenance Charge then assessed, which shall bear the same ratio to fifty percent (50%) of such Regular Maintenance Charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each Owner to notify the Association at the time of such residential structure has been completed.

Section 5. The Annual Maintenance Charges. The maintenance charges provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement, shall be assessed for the balance of the first calendar year in which they are assessed, and payable on the day fixed for commencement, or in equal monthly installments over the balance of the year, at the election of the Board of Trustees of the Association. The assessments for

each calendar year after the first year shall be due and payable to the Association in advance on January 1st of each year, or in twelve (12) equal monthly installments over such year, at the election of the Board of Trustees of the Association. Provided, however, that the following prorata portion of the maintenance charges provided for herein shall be payable at the time set forth in the immediately following sentence. Upon the purchase of his Lot (as evidence by the date of his term Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a prorata portion of the applicable percentage (as determined pursuant to the terms hereof) of the Regular Maintenance Charge then assessed on such Lot, which shall bear the same ratio to the applicable percentage of the Regular Maintenance Charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase or in equal monthly installments over the balance of the year or purchase, as the Board of Trustees of the Association may elect.

The Board of Trustees of the Association may decrease or increase the amount of the annual maintenance charges provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessments shall become effective prior to the expiration of ninety (90) days from the date of its adoption, and the Owner of each Lot shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted, provided however, that no resolution of the Board of Trustees which fixes the amounts of the annual maintenance charges in excess of fifteen percent (15%) of the maximum allowable annual assessment for the previous year or in excess of the Regular Maintenance Charge last ratified by the Members of the Association in accordance with the provisions of this Section, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the holders of two-thirds (2/3) of the votes of the Membership of the Association if no meeting of the membership is held for ratification, or (ii) by the assent of two-thirds (2/3) of the votes in person or by proxy of the Members at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the applicable Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charges shall take effect retroactively.

If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount shall continue in effect duly unchanged in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charges without ratification by or assent of the Members of the Association.

Section 6. Quorum for any Action Under Section 5. The quorum required for any action authorized by Section 5. hereof shall be as follows:

At the first meeting called, as provided in Section 5, hereof, the presence at the meeting of the applicable Members and proxies entitled to cast sixty (60%) of all the votes of the membership entitled to vote thereon shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the annual maintenance charge against each Lot to which it is to apply for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owner. Written notice of each assessment shall thereupon be sent to every Owner subject thereto. The Association (or its agent) shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the

Association, setting forth whether said assessments have been paid. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The annual maintenance charges as hereinabove provided for, shall constitute and be secured by separate, valid and subsisting liens, hereby created and fixed, and which shall exist upon and against each applicable Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the conditions that the Association be made a party to any court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

- a) All liens for taxes or special assessments levied by the city, county, or state government, or any political subdivision or special district thereof;
- b) All liens securing amounts due or to become due under any Contract of Sale, mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable;
- c) All liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through court proceedings in which the Association has been made party, shall cut off and extinguish the liens securing maintenance charges which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges which become due prior to such foreclosure, be extinguished by any such foreclosure.

Section 9. Effect on Non-Payment of Assessment. If any annual maintenance charge is not paid within thirty (30) days from the due date thereof, the same shall be assessed a twenty-five dollar (\$25.00) late fee and shall bear interest from the due date until paid at the highest lawful interest rate allowable under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys' fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

Section 11. Right of Members to Inspect Books. The Members shall have the right to inspect the books and records of the Association. The Members must give 30 days prior written notice. The Members will be given one (1) hour to inspect the books. The place and time will be designated by the Trustees. No more than one (1) inspecting of the books every quarter will be allowed.

ARTICLE VII: Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed, or maintained upon The Subdivision, nor shall exterior addition to or change or alteration therein or thereof be made until the detailed plans and specification therefor shall have been submitted to and approved in writing by the Architectural Control Committee (constituted as provided herein) in accordance with the following procedure. (The A.C.C. can only approve plans that meet the minimum standards mentioned herein):

- a) Builders and homeowners shall deliver two (2) complete sets of plans and specifications to the Architectural Control Committee, which shall specify, as a minimum, the location and situation of proposed improvements on the Lot in relation to property lines, building lines, easements, grades, walks (including the orientation of the front and rear of the proposed improvements with respect to the Lot and building lines); and the elevation and square footage, and materials to be incorporated into the proposed improvements or alterations thereto; any fences to be constructed on the Lot; and any other items which the Architectural Control Committee may reasonably require to be included therein. The A.C.C. may approve the builders' typical floor plans. At such time the builder determines which lot a specific floor plan will be built on, the builder will notify the A.C.C. After original construction is completed and in addition to the above requirements, homeowners will also be required to provide structural, mechanical, electrical, and plumbing detail for any proposed improvements.
- b) Such plans and specifications shall be reviewed by the Architectural Control Committee to ascertain compliance with the applicable restrictions and requirements set forth herein and any variances therein which in the Architectural Control Committee may grant in accordance with its authority to do so as provided herein. If found in compliance with the restrictions and requirements or within authorized variances herein, a letter of approval, together with any qualifications or modifications required, will be prepared for execution by both the Architectural Control Committee and the Owner of the applicable Lot and/or the builder. Such approval shall be dated and shall be effective for eighteen (18) months thereafter.

If construction of the improvements has not begun (to be based on the setting of foundation forms) within said period, then approval of the Architectural Control Committee shall again be required in accordance herewith.

- c) If found not to be in compliance with the restrictions and requirements or within the authorizing variances herein, one (1) set of the plans and specifications shall be returned to the Owner marked "Disapproved", together with a statement of items found not to comply herewith.
- d) If no action is taken on the plans and specifications within thirty (30) days after their delivery to the Architectural Control Committee, they shall be deemed approved on the thirtieth (30th) day after such delivery; provided, however, that the failure of the Architectural Control Committee to take action within said thirty (30) day period shall not operate to permit any improvements to be commenced, erected, placed, constructed, altered, or maintained on the Lot in a manner inconsistent with any restriction or requirement of this Declaration.
- e) The Architectural Control Committee may from time to time promulgate and publish an outline of minimum acceptable construction standards and specifications so long as same are not less stringent than those set forth herein below, or which are within its discretionary authority as set forth herein. If so established and published, such standards and specifications shall be deemed to be a part of the Declaration as if fully set forth herein, and shall be operative and binding on all Owners prospectively while same are effective.
- f) The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions and requirements herein imposed,

or meet its minimum construction or architectural design requirements, or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design and overall character and aesthetics of The Subdivision.

- g) Fees: The Architectural Control Committee may charge up to \$25.00 per lot for approval of plans submitted.

Section 2. Limitation of Liability. The Declarant, the Association and the Architectural Control Committee, as well as their agents, employees, or authorized representatives, shall not be liable to any Owner or to any other party for loss, claim, or demand asserted on account of their administration of their duties pursuant to this Declaration, unless otherwise expressly provided elsewhere herein.

No approval of plans and specifications and no publication of minimum standards and specifications shall ever be construed as representing or implying that such plans and specifications and published standards will, if followed, result in a properly designed or constructed residence; and same shall in no event be construed as representing that any residence constructed in accordance therewith will be build in good, workmanlike manner.

The acceptance of a deed or other conveyance of a Lot shall be deemed a covenant and agreement on the part of the Owner, his heirs, successors, and assigns, that the Declarant, the Association, and the Architectural Control Committee, their agents, employees, and representatives, shall have no liability hereunder, except as specified herein or due to gross negligence or willful misconduct.

Section 3. Committee Membership. The Architectural Control Committee shall be initially composed of Denise Yount, Renee' West, and Ray Tiedje, who, by a majority vote, may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s). In the event of death or resignation of any member or member of the Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority, and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority, and power.

Section 4. Transfer of Authority to the Association. The duties, rights, powers, and authority of the Architectural Control Committee may be assigned at any time, at the option of a majority of the members of the Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority, and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 5. Minimum Construction Requirements. The following are minimum construction requirements which must be complied with in the erection and maintaining of improvements on the Lots, together with any additions or alterations thereto:

- a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot. All residential structures situated on any Lot shall have not less than fifty five percent (55%) masonry construction, or its equivalent, at the discretion of the Architectural Control Committee, on the exterior wall area (excluding windows, doors, garage doors, and detached garages), unless other types of materials are expressly approved by the Architectural Control Committee. The masonry shall be of the type and the color as approved by the Architectural Control Committee or any reasonably accepted substitutes therefore.

Any other exterior materials must be stained or painted with certain colors as approved by Architectural Control Committee.

- b) Unless Acts of God or natural disasters prevent it, all exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot (including, but not limited to, the underground watering system) and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed) shall be completed not later than six (6) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
- c) Driveways shall be constructed with a minimum width of nine feet (9'), with a flare of radius of five feet (5') to a minimum width of fifteen feet (15') at the curb. The curb shall be broken in such manner that the driveway shall be at least four inches (4") thick at its connection with the street, and this connection shall be poured against a horizontal form board to reduce raveling of the driveway. Unless otherwise approved in writing by the Architectural Control Committee, driveways shall be constructed of concrete.
- d) A concrete sidewalk not wider than four feet (4') wide will be constructed from the street adjacent to the front of each Lot or from the driveway for such Lot to the front of the residential structure to be situated thereon, and as required by the City of Pearland. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for such 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.
- e) Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or replaced by the builder or owner of the residence on each lot prior to occupancy of the residence on said lots. Chipped curbs may have patched repairs using an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured (using five (5) sack concrete mix) to match existing curb.
- f) No window or wall type air conditioners shall be permitted to be used, placed, to maintained on or in any building in any part of The Subdivision.
- g) Each house built on the Lots shall contain both gas central comfort heating appliances and gas water heating.

In the event that the house does not use gas, a non-utilization fee is charged by the gas company. Owner of such Lot shall be responsible for the payment of such fee to the extent same results from the non-use of gas by owner.

- h) Each residence shall have postal service via a cluster mailbox or a mailbox of the type and design as specified by the Architectural Control Committee, examples of which shall be maintained in the office of the Architectural Control Committee. The cost of installing such mailbox and the maintenance and repair thereof shall be the expense of the Owners.
- i) Landscaping shall be done in front of all newly constructed residential structures at the time the residential structure is being completed and before occupancy. The landscaping shall include fully sodded front and side yards, two (2) trees at least three (3) to four (4) inches in diameter for pine and two (2) to three (3) inches in diameter for hardwood, and hedges around the front and extending at least five (5) feet down either side of the house. Corner lot landscaping shall be the same as above with the addition that hedges around the side of the

house will extend the entire length of the side of the house facing the corner street. A Landscaping plan and Fence plan must be approved by the Architectural Control Committee. Builder shall maintain the lawn and landscaping until Lot is sold.

- j) No structure situated on any Lot shall have wood shingle roofs.
- k) No antenna for transmission or reception of the television signals, radio signals, citizen band signals, or any other form of electromagnetic radiation that projects above the roof line of the structure, that is visible from the front of the structure, or that is visible above the fence line shall be erected, used or maintained on any Lot. No television, radio or citizen band signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may interfere with the reception of television or radio signals of any other Lot in The Subdivision.
- l) No solar panel will be allowed without specific written approval by A.C.C.
- m) Each lot in the Subdivision shall be graded and appropriate drainage facilities installed to provide for drainage from the rear of each Lot to the street adjacent to the Lot. The manner and method of such drainage shall be specified by the Architectural Control Committee, and the plans and specifications for each residence shall include specifications therefor. Said system shall meet Federal Housing Authority requirements and be completed prior to the occupancy of the residence of the Lot, and the Owner shall do nothing that will interfere with such drainage, and shall maintain such at all times for the purpose for which it was constructed.
- n) No flagpole shall be permanently erected on any Lot unless written approval therefore has been obtained from the Architectural Control Committee.
- o) Unless otherwise notified in writing by the Architectural Control Committee, all Garages may be attached or detached. It is the developer's intention to regulate the placement of attached or detached garages in various sections of the Subdivision. All proposed garages must receive written approval by the Architectural Control Committee.

Section 6. Size of Residence. No residential structure erected on any Lot shall have more than two (2) stories. The ground floor area, exclusive of open porches and garages, shall not be less than 1,700 square feet for a one (1) story home. The ground floor area plus the upper floor area of a one and one-half (1 ½) or two (2) story home shall not be less than 1,900 square feet.

Section 7. Building Location. The building setback lines for each Lot shall be as following:

- a) **Front Building Setback.** No structure shall be located between the building set back lines shown on the Subdivision Plat and the street. For those Lots which do not have a building setback line specified on the Subdivision Plat, no structure shall be located thereon nearer to the front Lot line than twenty five (25) feet there from, unless such minimum setback is waived in writing by the Architectural Control Committee to reasonably allow for proper orientation and construction of the residential structure on the Lot.
- b) **Rear Building Setback.** No main residential building, nor any part thereof shall be located nearer to the rear Lot line than the interior line of the utility easement across the back of the Lot as shown on the Subdivision Plat.
- c) **Side Building Setback on Corner Lots.** No structure shall be located nearer to the side Lot line than fifteen (15) feet there from, unless such minimum setback is waived in writing by the Architectural Control Committee to reasonably allow for proper orientation and construction of the residential structure on the Lot.
- d) All Builders will comply with the Subdivision Ordinances of the City of Pearland

Unless otherwise approved in writing by the Architectural Control Committee, each main residential structure will face the front of the Lot. Each garage shall be provided with driveway access from the front of the Lot, unless otherwise approved in writing by the Architectural Control Committee. The Architectural Control Committee has the right to approve or disapprove side loaded garages. For the purpose of this Declaration, the front Lot Line of each Lot shall be the property line having the shortest dimension abutting a street.

Without limiting the authority granted in Section 1. of this Article VII, the Architectural Control Committee shall have absolute discretion to determine the orientation and location of the front elevation of the residential structure with respect to the front building setback line, and may require, in its sole discretion, that such front elevation be situated on or a specified distance behind such front building setback line.

Section 8. Walls, Fences and Hedges. No walls, fences or hedges shall be erected or maintained nearer to the front Lot line of any Lot, than the building setback lines as shown on the Subdivision Plat or as provided for in Section 7, of the Article VII. Any side fences and walls, except breezeway fences, must be at least six (6) feet in height, and any rear fences or walls must also be at least six (6) feet in height.

The hereinabove provisions for side and rear fences or walls may be altered only upon written approval of the Architectural Control Committee.

Fences shall be of ornamental iron, wood, masonry construction, or other materials approved in writing by the Architectural Control Committee. No chain link fences shall be permitted on any Lot.

The Architectural Control Committee may at any time and from time to time promulgate rules and regulations pertaining to fencing, which may include such matters as height, location, type and maintenance, and in such event said promulgated rules and regulations shall be as effective as if said matters were specifically set forth in this Declaration and all Supplemental Declarations.

Ownership of any wall, fence or hedge erected on a Lot by Declarant shall pass with title to such Lot and it shall be the Owner's responsibility to maintain said fence thereafter. In the event of default on the part of such Owner of any Lot in maintaining said fence and such failure continuing after ten (10) days' written notice thereof, Declarant or its successors or assigns may at this option, without liability to any Owner or occupant in trespass or otherwise, enter upon said Lot and cause said fence to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration or any Supplemental Declaration, so as to place said fence in a satisfactory condition, 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 statement immediately upon receipt thereof.

In the event of joint ownership, each owner shall be liable for the payment of his proportionate share of any such statement, based upon his percentage of usage thereof. Each such charge, together with interest thereon at the rate of twelve percent (12%) per annum and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such charge.

The lien securing such charges shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance of request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot. No hedge or shrub shall obstruct sight lines at elevations between two (2) and six (6) feet above the streets on any lines and a line connecting same at points twenty-five (25) feet from the intersection of the street curbs. All trees shall be so maintained so as to comply with this provision; that is, no limbs, foliage, or other parts thereof shall obstruct said sight lines at said elevations.

Section 9. Address location and specification. Address will be cast stone with location, size and color approved by the A.C.C.

ARTICLE VIII: Building and Use Restrictions

Section 1. Residence Buildings. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than for a Single Family dwelling designed for use as a Single Family Home not to exceed two (2) stories in height, including, without limitation, a garage and bona fide servants quarters. No structure shall be occupied or used until the exterior construction thereof is complete. Each single family residence situated on a Lot shall have a garage for not less than two (2) nor more than three (3) automobiles.

The garage doors shall be kept closed at all times except upon entering and exiting of automobiles. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. 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. Boats, trailers, and other parked vehicles are to be stored so as not be visible from any street.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use.

No Lot shall be used or occupied for any commercial business, trade, professional purpose, no for church purposes except in connection with the use thereof as a private residence, whether for profit or not. A single house or any lot may be leased in its entirety to a single family, but may not be subleased or leased in part to any other parties.

Section 3. Temporary and Other Structures. No structure of a temporary character, no trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon and a gardening equipment storage facility that has received approval from the Architectural Control Committee prior to being erected (such approval to be received in writing), shall be placed on any Lot, either temporarily or permanently, and no residence house or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon properties in The Subdivision as in its sole discretion may be necessary during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in The Subdivision. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office.

Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operation in The Subdivision, but in no event, shall a builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in The Subdivision.

Section 4. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Areas/Retention, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board

of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, and motor or mobile homes shall be permitted to be parked on any Lot so as same may be seen from any street, or on any street; occupants of improvements upon a Lot shall be required to park automobile vehicles in or on the parking facilities contained within the lot boundaries and will not be permitted to park on the street. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Common Areas/Retention. The use or discharge of firearms, firecrackers, or other fireworks in The Subdivision is prohibited. 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 Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance. No exterior speaker, horn, whistle, bell or other sound device, except security devices installed in accordance with approved specifications, shall be located, used or place on any Lot.

Section 5. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the public, health, sanitary, building, or fire codes, regulations or instruction relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 6. Signs. Except for signs, billboards, or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 6 area expressly transferred, shall own any portion of The Subdivision, no sign of any kind shall be displayed to the public view on any Lot or Common Areas, except:

- a) Builders may display one (1) sign if not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; any other signs to be displayed by Builder must receive written approval by the Architectural Control Committee prior to being displayed, and
- b) Any Owner may display one (1) sign if not more than five (5) square feet on a Lot improved with residential for sale or rent.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Areas/Retention, except that dogs, cats, and other common household pets (not to exceed two (2) animals) may be kept, but they shall not be bred or kept for commercial purposes. No animals shall be allowed outside of the residence and rear yard thereof unless on a leash and attended by the Owner or his designee.

Section 8. Removal of Dirt. The digging or the removal of any dirt from any Lot or from any portion of the Common Areas/Retention is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 9. Garbage and Refuse Storage and Disposal. All Lots and the Common Areas/Retention shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Areas/ Retention shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic, or masonry material, with sanitary, tightly-fitting covers or lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on 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 unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Association the determination of whether garbage disposed in The Subdivision shall be effected by public authority or through private disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. Prior to construction, all home builders will designate an area for construction trash, said area must be previously approved by A.C.C., and builder must have all lots and streets clean of all debris by 5:00 Friday. After which time the Home Owners Association will have the right to clean said area and charge the builders for the cost of clean-up.

Section 10. Septic Tanks. No privy, cesspool, or septic tank shall be placed maintained upon or in any Lot, or other portion of The Subdivision.

Section 11. Access. No driveways or roadways may be constructed on any Lot to provide access to or from any adjoining Lot or other portion of The Subdivision, unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 12. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Section 13. Clotheslines. No outside clothesline shall be constructed or maintained on any lot within sight of the Common Area or any street or adjacent lot.

Section 14. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. With the possible exception of some perimeter lot lines being overhead, all lines will be underground.

Section 15. Minimum Lot Area. No Lot shall be re-subdivided. There shall also be no combining of Lots without prior written A.C.C. approval.

Section 16. Drilling and Mining Operations. No oil drilling, water drilling or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

Section 17. Building and Lot Maintenance.

- a) The Owners or occupants of all Lots shall at all times keep the structures situated thereon in good repair, including but without limitation, proper upkeep, maintenance and painting, so as to continually comply with these covenants and restrictions. No windows shall be covered with aluminum foil or other similar material. Any building partially or totally destroyed by any means shall be repaired to its former condition within a reasonable period of time, but not to exceed six (6) months, or same shall be leveled and the Lot restored to an orderly and attractive condition, within the same period. In the event the provisions of this Section are not complied with to the satisfaction of the Architectural Control Committee, the Committee shall refer such to the Board of Trustees of the Association. The Association may cause such restoration on leveling and the provisions for recovering the cost of such work as set forth in paragraph (c) of this Section shall be applicable.
- b) The Owners or occupants of all Lots shall at all times keep all weeds and grass on the portions thereof not maintained by the Association, including, but without limitation, easement areas within said Lot, cut in sanitary, healthful and attractive manner, and shall in no event use any Lot for the storage of materials and equipment except for normal residential

requirements or incident to construction of improvements thereon as herein permitted, nor permit the accumulation of garbage, trash or rubbish of any kind thereon.

The owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, ponds or other facilities where the rear yard or any portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. The Owners or occupants of all Lots shall remove and replace all dead or diseased plants. No tree shall be cut or removed on any Lot, unless such act is to remove damaged or diseased limbs or trees or unless such is necessary for the compliance with other provisions Section 8. of Article VII applicable to sight lines for street intersections, or unless within 5 ft. of a fountain or in a driveway.

- c) In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, the Association or the Declarant, its successors and assigns, may at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause such maintenance to be performed or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work by submitting to such Owner or occupant a statement setting forth the nature and cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such charge, together with interest thereon at the rate of six percent (6%) per annum and reasonable costs of collection, shall be charge and continuing personal obligation of the Owner of such Lots at the time of such charge. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

Section 18. Drainage. Each Owner by his purchase of a Lot agrees for himself, his heirs, successors or assigns that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots; and he will make adequate provisions for proper drainage of his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of The Subdivision, including landscaping of Lots, by the Declarant or his assigns.

Section 19. Use of Common Areas/Retention. There shall be no obstruction of any part of the Common Areas/Retention, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No owner shall appropriate any part of the Common Areas/Retention to his exclusive use, nor shall any Owner do anything which would violate the easement, rights and privileges of any Owner in regard to any portion of the Common Areas/Retention which is intended for the common use and benefit of all Owners. Except as may be herein permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Areas/Retention or any part thereof without the written consent of the Association first obtained.

The Association or its agent shall have the right to remove anything place on the Common Areas/Retention in violation of the provisions of this Section and in so doing shall be entitled to recover the cost of such removal from the Owner responsible in accordance with the provisions set forth in Section 17. of this Article. In addition, the Association, or its agents, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 20. Exempt Property. Notwithstanding any provisions herein to the contrary, the Common Areas/Retention shall not be subject to or burdened by the building and use restrictions set forth

in this Article VIII, except as to the extent same are made specifically applicable to the Common Areas/Retention.

ARTICLE IX: General Provision

Section 1. Duration. The covenants and restrictions of this Declarant shall run with and bind The Subdivision, and shall inure to the benefit of and be enforceable by Declarant, 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 commencing on the effective date hereof and ending December 31, 2025.

During such initial term, (a) the covenants and restrictions contained in all Articles hereof other than Articles VII and VIII may be changed or terminated only by an instrument signed by the then Owners of all Lots in The Subdivision and properly recorded in the appropriate records of Brazoria County, Texas, and (b) the covenants and restrictions contained in Articles VII and VIII hereof may be changed or terminated only by an instrument signed by the then Owners of all Lots in The Subdivision and properly recorded in the appropriate records of the Brazoria County, Texas. Upon expiration of such initial term, all of the covenants and restrictions of this Declaration (as changed, if changed), shall be automatically extended for successive periods of ten (10) year extension periods, (a) the covenants and restrictions contained in all Articles hereof other than Articles VII and VIII hereof may be changed or terminated only by an instrument signed by the then Owners of not less the sixty-six and two-thirds percent (66 2/3%) of all the Lots in The Subdivision and properly recorded in the appropriate records of Brazoria County, Texas, and (b) the covenants and restrictions contained in Article VII and VIII hereof may be changed or terminated only by an instrument signed by the then Owners of not less than sixty-six and two-thirds percent (66 2/3%) of all the Lots in The Subdivision and properly recorded in the appropriate records of Brazoria County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Regular Maintenance Fund, or any Owner at his expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservation, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. Prior to the sale of any Lot, The Subdivision Declarant shall have and reserves the right at any time and from time to time, without joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing hereon, provided 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 shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretations which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. 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 here from, then it is hereby declared that such omission was unintentional and the omitted punctuation, work, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mails, postage prepaid, to the last know address of the person who appears as Member of Owner of the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one of more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 9. General Provisions – FHA/VA Approvals. "As long as there is a Class B Membership, the following action will require the prior approval of the Federal Housing Administration or Veterans Affairs; Annexation of additional property and common areas and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration to be effective this the 21st day of June, 1995.

ATTEST: Houston Pine Hollow Associates, Ltd., by its General Partner.

<stamp>

Filed for Record

95JUN29 pm 3:53

Dolly Bailey

County Clerk

Brazoria County Texas