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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PARK AT ARBORDALE**

57-20-2205

After Recording Return To:

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RF 057-20-2212

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PARK AT ARBORDALE**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by Beazer Homes Texas, L.P. a Delaware limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas known as The Park at Arbordale, Section One a subdivision containing 86 lots, 6 reserves, and 5 blocks out of the Andrew Bodin Survey and Abstract No. 133, Harris County, Texas according to the map or plat thereof, filed on the day of 4th day of March, 2008 under Harris County Clerk's File No. 20080105547, in the Plat Records of Harris County, Texas hereinafter referred to as the "Property"; and 100

WHEREAS, Declarant desires to develop the Property as a residential subdivision, together with any other land which Declarant at its sole discretion may hereinafter add thereto, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, sale, and the use and enjoyment of the Property as a residential subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in said subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the authority to administer and enforce these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated, one or more non-profit corporations created under the laws of the State of Texas, including the first being The Park at Arbordale Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Directors of the Association either have or will establish By-Laws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid, and any other duties as set out in the By-Laws and/or other dedicatory instruments as the term is defined in the Texas Property Code. No more than one such non-profit corporation shall be in existence at any one time.

NOW THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I. DEFINITIONS OF TERMS

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

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article IX, Section A.
- B. "Assessment" means the assessment levied against all Lots for the purposes set out in Article XIV, Section B, or for any other charge authorized by this Declaration, the By-laws or Rules and Regulations.
- C. "Association" means THE PARK AT ARBORDALE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors, assigns, or replacements which has jurisdiction over all properties located within the land encumbered under this Declaration, as same may be amended from time to time as additional property is annexed into the subdivision (as herein defined) as allowed under this Declaration.
- D. "Board" means the Board of Directors of the Association as provided within the By-Laws.

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- E. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- F. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may be defined in the Guidelines or rules and regulations promulgated by the Board. Such standards may be specifically determined, and modified, by the Declarant at any time so long as Class "B" membership exists, and thereafter by the Board and/or the ARC.
- G. "Guidelines" means general, architectural, and/or builder guidelines, and application and review procedures, if any, promulgated by the Association, ARC, or Declarant that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot, and/or construction types and aesthetics which Guidelines may be amended, without notice to Owners, by the Association or the ARC, at any time or by the Declarant for so long as Class B Membership exists. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive.
- H. "By-Laws" means the By-Laws of The Park at Arbordale Community Association, Inc., as they may be amended from time to time.
- I. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- J. "Declarant" means, BEAZER HOMES TEXAS, L.P. a Delaware limited partnership, its successors and assigns, as may be evidenced by a written instrument recorded in the Real Property Records of Harris County, Texas and any other county in which all or a portion of the Property is located.
- K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for The Park at Arbordale or any other Eligible Property brought under the control of this document.
- L. "Dwelling" means a structure or structures intended for residential use.

- M. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, yard art.
- N. "Homesite" means one or more Lots upon which a Dwelling may be erected subject to this Declaration.
- O. "Lake Lot" shall mean Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, and 15, Block 3 and any other Lots so designated by Declarant in a subsequent filing; even if a common area is between the Lot and any lake.
- P. "Lot" means a parcel of the Property defined as one Lot by the recorded plat and/or any replat thereof recorded in the official records of Harris County, Texas, and encumbered by this Declaration. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then plat of record. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot.
- Q. "Master Plan" shall mean and refer to the proposed land use plan, if any, for the development of The Park at Arbordale as it may be determined by Declarant in its sole and absolute discretion, from time to time. Said Master Plan, if any, may include all, none, or a portion of the Property or such other property which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded Supplemental Amendment. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration.
- R. "Member" means an Owner who is in good standing per Article IV, Section A, "Eligibility".
- S. "Member in Good Standing" means a Member who has all assessments of every type and category paid up to date, has no outstanding financial obligations to the Association that are delinquent and is not noted of record (or within the records) of the Association to have a deed restriction violation on any Lots owned by such Member. This definition of "Member in Good Standing" may further be expanded by definition in the Bylaws of the Association, which definition and Bylaws are incorporated herein by reference.

- T. "Owner" means an owner of any portion of the Property, including a builder or builders. Persons or entities holding title only as a lien holder shall not be an Owner for purposes of this Declaration.
- U. "Property" means all of the property subject to this Declaration as the same may be amended and/or supplemented from time to time, as additional property that is annexed into the Subdivision as allowed under this Declaration.
- V. "Recreational Sites" means Common Area that is set aside for use as recreational facilities, reserves or green space and is encumbered by this Declaration, a recorded plat or both.
- W. "Special Assessment" means an assessment levied under Article XIII, Section D for a specific purpose.
- X. "Supplemental Amendment" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant (and the Owner of the property) which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article III, Section B, of this Declaration to subject additional property to this Declaration.
- Y. "The Park at Arbordale" and/or the "Subdivision" means The Park at Arbordale subdivision, located in, Harris County, Texas. The Subdivision is more particularly described on the map or plat thereof, filed under Clerk's File No. 20080105547 of the Real Property Records of Harris County, Texas. The Subdivision may be supplemented as additional land is annexed into the subdivision by the recording of a Supplemental Amendment.

ARTICLE II. PURPOSE AND INTENT

The Subdivision as initially planned, is intended to be a single-family residential development that is planned to feature residential and recreational uses.

This Declaration shall serve as the means by which design, maintenance and use of the Property anticipated to be a part of Subdivision will be established. The Master Plan of the Declarant for the Subdivision shall be subject to change as necessary in the sole and absolute discretion of the Declarant.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Subdivision is more particularly described on the map or plat thereof, filed under Clerk's 20080105547 of the Real Property Records of Harris County, Texas. Owners of Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

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

Subject to the provision of Article IV, Section C. 2., the right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the twenty-five (25) year term granted above.

C. De-annexation of Property

For so long as Class "B" Membership exists, the Declarant, without the joinder of any other Owners or Members, may de-annex from the Subdivision any property owned by the Declarant. The Declarant reserves the unilateral right, for so long as Class "B" Membership exists, to amend this Declaration to withdraw any portion of the Subdivision from the coverage of this Declaration whether the real estate to be withdrawn is a portion of the Property initially encumbered, or added thereto by a Supplemental Amendment; provided, no Lot which includes a Dwelling shall be withdrawn after the Dwelling has been conveyed by the Declarant to any person other than an affiliate of the Declarant or a Builder. Such amendment shall not require the consent of any person other than the Owner of the real estate to be withdrawn, if not the Declarant. If the real estate is Common Area, the Association shall consent to such withdrawal upon the request of the Declarant.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

A. Eligibility

Eligibility to vote or serve as a representative, director or officer after the expiration of the Class B Membership shall be predicated upon being a Member being a Member in Good Standing with the Association. No Member shall be allowed to vote or hold office if that Member is not a Member in Good Standing or is noted of record or within the records of the Association to have a current deed restriction violation on one or more Lots in the Subdivision.

B. Membership

The sole criteria to become a Member of the Association is to hold ownership of a Lot within the Subdivision. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Property. Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all votes for, or all votes against a particular issue), but in not event can there be more than one vote cast per Lot.

All duties and obligations set forth in this Declaration or any Supplemental Amendment are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the recordation of this Declaration and shall pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members. In consideration for payment of Assessments, all Owners of Lot in the Subdivision and subsequently annexed sections, if any, shall have the right to use and enjoyment of the Common Area and recreation facilities (if any) within the Subdivision.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership

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

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

2. Class B Membership

Class B Members shall include the Declarant, and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Ten (10) votes shall be granted to Class B Members of each lot owned.

Declarant shall retain its Class B membership and retain control and authority to appoint all members of the Board of Directors of the Association until the earlier to occur of the following:

1. Declarant has sold one hundred percent (100%) of the real property within the Subdivision; or
2. Declarant desires to release such control and authority to the Association as evidenced by an instrument recorded in the Real Property Records of Harris County, Texas; or
3. January 1, 2033.

At such time, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning more Lots in the Subdivision, Declarant's Class B Membership shall be restored until it again terminates as specified above. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the By-Laws.

E. Self Help

"Self Help" shall mean the authority, but not the obligation, of the Association to enter upon a Lot or Homesite and cause to be performed any of the Owner's maintenance and repair obligations, or

acts required by that Owner to bring his/her Lot and/or Homesite into compliance with this Declaration, if said Owner fails to perform same after written demand from the Board. In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. Any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The personal obligation for such costs shall not pass to successors in title unless expressly assumed by them. The costs incurred by the Association in exercising its Self Help remedy shall be charged to the subject Owner's assessment account and shall be supported by the continuing lien created in Article XIII herein.

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE VI. USE RESTRICTIONS

A. Residential Uses Permitted

Homesites within the Subdivision shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for Owners to lease a residence in the Subdivision, so long as tenants are leasing the entire land and improvements comprising the Homesite. Notwithstanding anything contained herein to the contrary, no Owner may lease a residence to a registered sex offender. "Lease" for the purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwellings may be leased only in their entirety. No fraction or portion of any Dwelling may be leased or rented.

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There shall be no subleasing of Dwellings or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Dedicatory Instruments for the Subdivision by a tenant or a tenant's family, guests or invitees, and the Board, in its discretion, may require termination by the Owner and eviction of the tenant in such event.

No residence shall be occupied by more than one single family. By way of illustration the following charts each depict an example of an approved single family:

For the purposes of these examples, the Owner(s) are considered the control level which establishes the other approved residents.

EXAMPLE NO. 1

No more than a total of 2 parents of the control level		
<u>Control Level:</u> Husband & Wife	One Person Not So Related	One Household Employee
Children of Husband and/or Wife		

EXAMPLE NO. 2

No more than a total of 2 parents of the control level	
<u>Control Level:</u> Roommate One Roommate Two	One Household Employee
Children of either or both Roommates	

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

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business

activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a builder with approval of the Declarant with respect to its development and sale of the Property. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Homesite more than once per year shall be considered business activity and therefore prohibited.

No vehicles displaying signs or advertising shall be permitted to be parked within public view in residential sections of the Subdivision, other than service vehicles contracted by Owners of Homesites to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in a residential section of the Subdivision, without prior written permission of the Association, whose approval may be issued or withheld at its sole and absolute discretion.

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

C. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Homesite, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width and (e) have no advertising or signs located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning advertising and signs shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle for more than seven (7) days in any calendar month.

No more than four (4) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) may be parked on the driveway of a Homesite at any time. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas, unless otherwise completely concealed in an enclosed garage. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the property and such storage is strictly prohibited unless the same is completely concealed in an enclosed garage. All vehicles parked within the Subdivision shall also be maintained in a manner such that the appearance of the vehicles does not detract from the marketability and appearance of the Subdivision. A vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will not be construed as a vehicle incident to residential use of a Homesite. Additional rules and regulations for the use, maintenance, and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as motor homes, mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time greater than twenty-four (24) hours. A recreational vehicle

with not more than two (2) axles may be parked in front of or on the Homesite for up to twenty-four (24) hours for loading and unloading only.

Parking of any vehicle other than in a driveway of a Homesite or other paved area provided for parking is expressly prohibited.

D. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash or garbage containers, air-conditioners, storage tanks, or like equipment which may be considered a nuisance or hazard in the sole opinion of the Board. Air conditioners, utility boxes, garbage containers, antennae to the extent reasonably possible and pursuant to Article VI, Section M. Antennae or like equipment, must be screened from view and placed in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or Common Area. Utility boxes must be screened so they are not visible from the street and as may be set out in the Guidelines. Play structures, which exceed six feet six inches (6') in height, including, by way of illustration and not limitation, forts, swing sets, and trampolines, shall not be placed on the Property or screened without the prior written approval of the ARC. A combination of trees, hedges, shrubs, or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Subdivision.

E. Outside Storage and Trash Collection

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

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

F. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

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

(2) Political Signs. Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

3) School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each child under the age of eighteen (18) residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

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

All signs and emblems within the Subdivision are subject to the Guidelines and Bulletins promulgated by the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable

for Builder use in the Guidelines promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Subdivision in violation of this Declaration, the Association or its agents shall have the right but not the obligation to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

G. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior approval by the ARC. All basketball goals and/or backboards are subject to the Guidelines, and reasonable rules and regulations as to type, location, and hours of use promulgated by the ARC. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and exercise the Association's Self Help remedy, to bring the Owner's Lot into compliance with this provision.

H. Flagpoles

No flag pole of any kind may be kept, placed, or mounted, to any fence, or upon any Lot so as to be visible from public view. No Dwelling shall be allowed to have a free-standing flagpole of any type. Flags mounted on a standard size flag pole inserted into a bracket on a house shall be permitted provided that the location and size of any flag shall be as provided in the Guidelines, but in no case may the size of the flag pole exceed five feet (5') in length. Such bracket-mounted flags shall be of the size and style intended for residential use on holidays and/or special occasions, and shall at all times be maintained and kept in good condition. If any flag pole is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any lot or Homesite and exercise the Association's Self Help remedy, to bring the Owner's Lot into compliance with this provision.

A Builder and/or the Declarant may place certain information and advertising flags on model home Lots without the prior written permission of the ARC, so long as such flags are similar to those listed as acceptable for Builder use in the Guidelines promulgated by the ARC. Such flags placed by a

Builder or the Declarant on a Lot where a model home exists must be removed within ten (10) days after the Builder or Declarant are no longer in the Subdivision selling homes or upon sale of the model home Lot to an end user, whichever occurs first.

The Declarant, by promulgating this Section, is not attempting to violate an Texas or Federal law. This Section shall be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

I. Exterior Holiday Decorations

The display of exterior holiday decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, if any, promulgated by the Association. Such rules may address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior holiday decorations are placed, or remain, within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to exercise the Association's Self Help remedy, to bring the Owner's Lot into compliance with this provision..

J. Reservation of Minerals

The Property and any future land made subject to this Declaration are hereby subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of record all oil, gas and other minerals in, on and under said land, but Declarant on behalf of itself and its successors, and assigns hereby waives the right to use the surface of the land, provided that Declarant hereby retains and reserves the right on behalf of itself and its successors and assigns to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of land or easements owned by Declarant or other owners of oil, gas or other minerals. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, and its respective successors and assigns in accordance with their respective interest of record.

K. Common Areas

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive

and sanitary condition. No Member may appropriate any portion of the Common Areas or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Homesite, or Unit and secured by the continuous lien set forth in Article XIII, Section A of this Declaration.

L. Window Treatments and Doors

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of the Subdivision. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray); blinds or miniblinds of the same colors or natural stained wood; and/or shutters of the same colors or natural stained wood. No other window treatment color may be visible from the exterior of the Dwelling.

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

Any doors for a Dwelling visible from another Lot, a street or a Common Area must be of a design and a material as approved, in writing by the ARC.

M. Antennae

No exterior antennae, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. Location and installation of permitted devices shall comply with any and all Guidelines, or other applicable rules and regulations promulgated by the Declarant, the Board, and/or the ARC; provided, however, that such rules or regulations do not unreasonably delay or increase the cost of installing, maintaining, or using such devices. The Declarant and/or the Association

shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the reception of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No exterior antennae, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the Act. In the event it is impossible to receive a signal from a non-visible location, installation of the antennae shall be subject to rules and regulations which may be promulgated by the Association setting out preferred alternate locations for antennae.

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

N. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites or users of Recreational Sites, or Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes,

shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

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

O. Tree Removal

After the transfer of a Lot from the Declarant and/or Builder to an Owner (other than Declarant and/or Builder), no trees greater than four (4) caliper inches to be measured at a point twelve (12") inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

P. Animals and Pets

No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged very small domestic animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet endangers the health or safety of any Owner or resident, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners or residents of other Dwellings or the owners of any portion of the Property it shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed at the direction of the Board. No animals or pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall

at all times whenever they are outside a Dwelling be confined on a leash, which must be held by a responsible person. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Subdivision, or nearby property, or destructive of wildlife, that animal shall be removed from the Property. If the owner of a dangerous animal refuses to remove that animal from the Property, in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of the dangerous animal, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. Any costs incurred by the Association in the removal and/or boarding of a dangerous animal shall be charged to the owner of the animal, and such charges shall be supported by the assessment lien as set out herein.

Q. Swimming Pools / Spas

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VIII herein.

R. Out Buildings/Accessory Buildings/Storage Units

No out building, storage units and/or accessory building (including, but not limited to sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed within the Subdivision without the prior written approval of the ARC. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures. In no instance may an outbuilding, accessory building or storage unit, if constructed upon the prior written approval of the ARC, may exceed eight (8) feet in height.

S. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit, is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling. All window air conditioning units require prior written ARC approval as set out in Article VIII herein.

T. Lakes, Ponds and Other Water Bodies

Swimming, wading, boating, or otherwise entering in the lakes, ponds or other bodies of water within the Subdivision shall be prohibited. The use of the lakes, ponds, or other bodies of water within

the Subdivision shall be subject to Rules and Regulations promulgated by the Declarant and/or the Board of Directors. The Board of Directors has the right to promulgate rules and regulations governing the use of the lakes, ponds, and other bodies of water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or other bodies of water within or adjacent to Property.

Owners whose Lot abuts any lake, pond or other bodies of water, or whose Lot abuts a common area that abuts any lake, pond, or other body of water, shall take care and shall not permit any erosion of the bank, and trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the lake, pond or other bodies of water within the Subdivision. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restock the lake, pond or other bodies of water to its condition immediately prior to said infiltration.

Each Owner and occupant of any lot and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of any lake, pond or other body of water. Each Owner and occupant of any Lot and each tenant, guest and invitee of an Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, Declarant or any successor declarant for all loss or damage to persons in or around any lake, pond or other body of water.

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

U. Docks

No Owner may construct a dock, pier, or other structure on or over any body of water within the Subdivision.

V. Notices and Easements

1. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

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

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

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, and landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and

replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant does not own any portion of the Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts, ponds, or other bodies of water to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to any landscape/open space reserves and/or greenbelts.

3. Easements to Serve Additional Property

The Declarant and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of additional property, whether or not such property is made subject to this Declaration. This easement

includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on additional or annexed property.

Declarant agrees that if an easement is exercised for permanent access to additional property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or Buildings on that portion of the property served by the easement and not made subject to this Declaration bears to the total number of Dwellings and Buildings within the Property and on such portion of the property.

4. Monuments and Fences

The Association is hereby granted an easement to place, maintain and repair a monument, entry gate or marker at any entrance to the Subdivision.

Except as provided herein, all fencing installed on the portion of any Lake Lots shall be wrought iron in appearance and shall be in a location and of a material and design as required in this Section and as approved by the ARC. However, access to any green belts, lakes ponds and/or other reserves, if any, from the Lake Lots shall be through approved access points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates are subject to prior ARC approval.

Except as provided above, with respect to Lake Lots and except as provided in this paragraph, all fencing installed on the portion of any Lot which abuts green belts, lakes, ponds, and other landscaping reserves shall be shall be in a location and of a material and design as required in this Section and as approved by the ARC. An Owner's Lot shall be considered abutting or adjacent to the green belt, pond, lake, or other body of water for fencing requirements even if a Common Area is between the Lot and the green belt, pond, canal, or other body of water. However, access to such green belts, lakes ponds and/or other landscaping reserves, if any, shall be through approved access points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates are subject to prior ARC approval. Fencing on portions of Lots 8, 9, and 10, Block 2, which abut Restricted Reserve "F" shall be upgraded wood or brick fence. Fencing on portions of Lots 1-9, Block 1 and Lots 11-14, Block 4 which face Spring Cypress Road shall be brick of a type as approved by the ARC. Fencing on portions of Lots 1, 17 and 18, Block 1, Lot 14, Block 4 and Lots 1 and 18, Block 2 which face Arbordale Pine Drive shall be upgraded wood or brick fence, as

determined by the Declarant. Finally, the western side Lot line and the rear Lot line of Lot 6, Block 3 shall be wrought iron for a distance of sixteen (16) feet in each direction, measuring from the southwest property line.

Special Fencing Requirements: Except as provided above, side fencing between Lake Lots shall be required with wood fencing not to begin any nearer than sixteen feet (16') from the rear property line (or other property line as may be applicable) of approved wrought iron fence which shall be located and run from the rear property line as established by the plat along the side property line, which shall not exceed six feet (6') in height and shall be identical in construction and design to the fence which separates the Lot from the green belts, lake, pond or other landscaping reserves.

An Owner's Lot shall be considered abutting or adjacent to the green belts, lake or pond for fencing requirements even if a common area is between the Lot and the green belt or pond.

On all other Lots, side and rear fencing shall be required and shall be in a location and of a material and design as required by this Section, the Guidelines and as approved by the ARC.

Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner with the exception of the Perimeter Fence, if any, and the Reserve F Fence, if any, which will be the responsibility of the Association to maintain. The Perimeter Fence and the Reserve F Fence shall be deemed to be an improvement of the Common Area.

Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot Owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the Subdivision in the sole discretion of the Board, the Association shall have the right, but not the obligation, to enter such property for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

5. Lift Station Site

Owner of Lots within the Subdivision are advised that adjacent to Lots 10 and 11, Block 4, there exists Restricted Reserve "A" which reserve is restricted in its use to lift station purposes (the "Lift

Station”) as shown on the recorded plat of the Subdivision. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the placement, construction, design, operation, maintenance and replacement of the Lift Station and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or normal operations of the Lift Station and expressly grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, and/or traffic which may occur due to the existence, the normal operation and/or maintenance of the Lift Station.

Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representation or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon representations or warranties, express or implied relative to any future change in use of the Lift Station or Restricted Reserve “A”.

Owners whose Lots are adjacent to or abut the Lift Station shall take care and shall not permit any trash, fertilizers, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Lift Station or Restricted Reserve “A”. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Lift station or Restrictive Reserve “A” to its condition immediately prior such infiltration.

6. Landscape/Open Space Reserves

Owners of Lots within the Subdivision are advised that there exist Restricted Reserves B, C, D, F, and G (the “Reserves”), which Reserves are restricted to landscape of open space purposes as shown on the recorded plat of the Subdivision. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the placement, construction, design, operation, maintenance and replacement of the Reserves and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, and/or traffic which may occur due to the existence of the Reserves.

Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representation or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon representations or warranties, express or implied relative to any future change in use of the Reserves.

Owners whose Lot abuts the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

There is further reserved for Declarant, the Association, and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, and fertilizers, and water over portions of the Subdivision located adjacent to any Reserves.

7. Perimeter Fence, Reserve F Fence and Arbordale Pine Drive Fence

The Association is hereby granted an easement to place, maintain and repair a monument, entry gate or marker at any entrance to the Subdivision.

Further, the Declarant and/or the Association has the right, without the obligation, to install a perimeter fence (the "Perimeter Fence") along all or a portion of the eastern and northerly perimeter of the Subdivision (along the rear Lot lines of Lots 1-9, Block 1 Lots 11-14, Block 4 (collectively, the "Affected Lots")) and at the entrance to the Subdivision (the "Perimeter Fence Area"). The Perimeter Fence, if any is installed, shall be of a material as determined by the Declarant and may be placed on all or a portion of the Perimeter Fence Area. The underground pier foundation for such Perimeter Fence may be located along the rear Lot lines of the Affected Lots.

Additionally, and as provided in Article VI, Section F.4, the Declarant and/or the Association has the right, without the obligation, to place an upgraded wood or brick fence (the "Reserve F Fence") along all or a portion of the rear Lot lines of Lots 8 and 9, Block 2, and the southern Lot lines of Lots 9 and 10, Block 2 (collectively, the "Reserve F Lots"). The Reserve F Fence, if any is installed, shall be of a material as determined by the Declarant and may be placed on all or a portion of Lot lines of the Reserve F Lots, which are adjacent to Restricted Reserve F.

As provided in Article VI, Section F.4, fencing installed on on the portions of Lots 1, 17, and 18, Block 1, Lots 1 and 18, Block 2, and Lot 14, Block 4 (collectively, the "Arbordale Pine Drive Lots"), which face Arbordale Pine Drive shall be upgraded wood or brick fence (the "Arbordale Pine Drive Fence"). The Arbordale Pine Drive Fence, if any is installed, shall be of a material as determined by the Declarant and may be placed on all or a portion of Lot lines of the Arbordale Pine Drive Lots, which face Arbordale Pine Drive.

The Association shall be responsible for the maintenance and repair of the Perimeter Fence, the Reserve F Fence, and the Arbordale Pine Drive Fence, which maintenance and repair shall be performed and the need thereof determined in the sole discretion of the Association. An Owner may not alter, modify, replace, and/or remove the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence. Further, an Owner shall not place improvements, including, but not limited to, landscaping on the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence. In the event any Owner alters, modifies, replaces, and/or removes the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence and/or places any improvements on the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence, the Association shall have the right, but not the obligation, to enter upon the Owner's Lot and/or property to restore the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence to its condition immediately prior to any alteration, modification, replacement and/or removal of the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence or the placement of improvements on the Perimeter Fence, the Arbordale Pine Drive Fence and/or the Reserve F Fence; any expense incurred by the Association in effectuating the purpose of the foregoing sentence shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

The Declarant, the Association, and their designees shall have an access and maintenance easement over and across the Perimeter Fence Area, the Affected Lots, Restricted Reserve F, the Arbordale Pine Drive Lots and/or the Reserve F Lots to the extent reasonably necessary to exercise their rights and responsibilities under this Section. The easements granted to the Declarant, any successor declarant, and/or the Association under this Section may be exercised without notice to the Owner(s) on whose property a portion of the Perimeter Fence, if any, the Arbordale Pine Drive Fence, if any, the Reserve F Fence, if any, or the underground pier foundation, if any, for the Perimeter Fence, the Arbordale Pine Drive Fence and/or Reserve F Fence is installed.

8. Drainage/Open Space Reserve

Owners of Lots within the Subdivision are advised that there exists Restricted Reserve E (the "Reserve E"), which Reserve E is restricted to drainage and open space purposes as shown on the recorded plat of the Subdivision. Owners hereby acknowledge that there may be one or more lakes or a park within Reserve E. The Declarant and/or the Board of the Directors of the Association shall have the right, without the obligation, to install and/or place playground equipment on Reserve E. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and

release them from any liability for the placement, construction, design, operation, maintenance and replacement of Reserve E and/or any lakes thereon and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, and/or traffic which may occur due to the existence of Reserve E and/or any lakes thereon.

Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representation or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon representations or warranties, express or implied relative to any water level variances and/or future change in use of Reserve E and/or any lakes thereon.

Owners whose Lot abuts Reserve E shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate Reserve E. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore Reserve E to its condition immediately prior to said infiltration.

ARTICLE VII. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules and Regulations

The Board of Directors has the authority to make, modify, amend, cancel, limit, create exceptions to and enforce reasonable rules and regulations governing the use of the Property, and concerning enforcement of the covenants and restrictions contained in this Declaration, any Supplemental Amendment and/or amendments concerning the use and enjoyment of Common Areas, including without limitation, rules limiting the use of the Common Area. Such rules shall be binding upon all Owners, residents, guests, invitees, and licensees, if any. The rights and remedies contained in this Article VII are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after notice and an opportunity to be heard as required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Amendment or amendments, any Guidelines, or any other

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rule or regulation promulgated by the Association. Said attorneys fees and fines shall be added to the violating Owner's assessment account and shall be secured by the continuing lien on the Lot.

C. Remedies

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in this Declaration, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in this Declaration, any amendment, Supplemental Restriction, the By-Laws or any other dedicatory instruments. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

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

D. Enforcement by Owners

Each Lot Owner is empowered to enforce the covenants, conditions and restrictions contained in this Declaration; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights, regarding Assessments, retained by the Association.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS

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

A. Architectural Review Committee – “ARC”

The initial ARC shall be composed of three individuals designated by Declarant, one of whom may be designated as representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the earlier of:

1. the Declarant does not own any portion of the Property, or
2. the Declarant so desires to relinquish its authority over ARC appointment, or
3. January 1, 2033.

At such time, the Board of Directors of the Association shall have the right to replace such ARC members by duly appointing three Owners who are Members in Good Standing with the Association. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board of Directors.

The Board shall have the right to review any action or non-action taken by the ARC and shall be the final authority. At any time prior to the happening of (1), (2), or (3) above, the Declarant may, without obligation, assign to the Board, or such other person the Declarant deems appropriate, all or a

portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

The ARC shall have the right, but not the obligation, to promulgate Guidelines as to construction types and aesthetics as set by the ARC, which may be changed at any time by the ARC without notice to the Owners.

B. ARC Approval Required

No buildings, additions, Hardscape, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The ARC or its assignee, at its sole discretion and to the extent herein not expressly prohibited by this Declaration and any Annexation Agreement, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VI in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notified the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

The Board and/or the ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Property,

where such actions have not first been reviewed and approved, constitute a violation of this Declaration, the Guidelines or any other documents promulgated by the Board and/or the ARC. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with this Declaration, Guidelines, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in this Declaration and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

Written notice may be delivered to the Owner or any agent or contractor with apparent authority to accept same and such notice shall be binding on Owner as if actually delivered to Owner.

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

The ARC shall have the right to set time constraints for both the commencement and completion of construction which constraints shall be no less than ninety (90) days [after which date a new approval must be obtained] from approval of the plans to commence construction and nine (9) months from the commencement date to complete construction. If construction fails to start before the designated commencement date or is not complete before the designated completion date, the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the ARC. If no construction has been commenced within the twelve (12) month period after ARC approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

The ARC has the right to charge a reasonable review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC. Any approval required or given by the ARC under this Declaration must be in writing in order to be effective.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents, provided that a minimum rear setback equal to the rear utility easement as shown on the applicable plat of the Property shall be observed on all Lots; and, provided further that a minimum side setback equal to the side utility easement, as shown on the applicable plat or five feet (5'), whichever is greater shall be observed on all Lots and, with the exception of detached garages which may be constructed three feet (3') from side property lines provided such garage is constructed at least sixty-five feet (65') from the front property line. Driveways shall be permitted to be placed within a setback as approved by the ARC.

The combining of Lots to create one Homesite is permitted subject to prior written approval of the ARC. All governmental requirements must be complied with as to combining one Lot with another Lot. If Lots are combined the side set back lines shall be measured from resulting side property lines rather than from the Lot lines indicated on the Plat. The combining of two Lots shall not forgive the obligation to pay an assessment on all Lots so combined. By way of example and not limitation, if two lots are combined to create one Homesite, the Homesite shall be obligated to pay two assessments.

D. Minimum Square Footage

All one-story Dwellings must contain a minimum of one thousand eight hundred (1,800) square feet of living area which shall not include porches, garages or non-air conditioned areas. All two-story Dwellings must contain a minimum of two thousand two hundred (2,200) square feet of living area which shall not include porches, garages or non-air conditioned areas. Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the unilateral right to develop the Subdivision, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain less than the square footage set forth in this Section.

E. Landscaping

All open, unpaved space in a Homesite, including but not limited to front, side, and rear building setback areas, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

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

F. Grading and Drainage

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

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

G. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders or the Declarant with the prior approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be limited to the Lot where the construction is occurring. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Subdivision.

H. Mailboxes

All mailboxes in the Subdivision must be of a material and design and in a location as approved, in writing, by the ARC. Replacement mailboxes, if any, must be of the same material, design, and in a location as those originally constructed by the Builder for each Lot, unless otherwise approved, in writing, by the ARC. The requirements of this provision are subject to any requirements of the United States Postal Service. Each Owner shall maintain and keep his or her mail box in good repair.

I. Garages

Dwellings must have either an attached or detached garage capable of housing a minimum of two (2), and a maximum of four (4) full size vehicles. Garages are required to maintain fully operational overhead doors which are in good condition at all times. The second story of a Dwelling on top of a garage shall only be permitted upon prior written approval of the ARC.

ARTICLE IX. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including mail box, driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive. Unless expressly designated as part of the Common Area, each Owner shall be responsible for maintaining the area located within the public right-of-way adjacent to his or her Lot and between the perimeter boundary of the Lot and the paved portion of the roadway located thereon. Maintenance of this area within the public right-of-way shall be consistent with the Community Wide Standard, as well as all local or state requirements and ordinances.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the overall standard established within the Property in the sole discretion of the Board of Directors of the Association, the Association, after ten (10) days notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures, driveway or sidewalk in a manner consistent with the overall standard established within the Property in the sole discretion of the Board of Directors of the

Association, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the Association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent rat infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite, without notice, to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage at Owner's expense. Any such expenses incurred by the Association shall be secured by the continuing lien created by Article XIII, Section A.

E. Liability, Cost and Approval

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

All Owners' replacement, repair and restoration practices as to the improvements or any part thereof on Property within the Subdivision are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the sole discretion of the ARC.

ARTICLE X. STANDARDS AND PROCEDURES

The ARC may establish and promulgate Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and the Subdivision, including but not limited to, those portions of the Guidelines regarding workmanship, materials, building

methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner and any other restriction set forth in this Declaration.

ARTICLE XI. VARIANCES

The Board, upon the recommendation of the ARC, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, Supplemental Amendment, or Guidelines, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution of the variances which variance shall be signed by a member of the Board and recorded in the Real Property Records of Fort Bend County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

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

ARTICLE XII. LIMITATION OF LIABILITY

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, agents, managers, partners, directors, members, successors or assigns of the above, shall be liable in

damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of its respective officers, agents, managers, partners, directors, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XIII. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of Property within the Subdivision, covenants and agrees to pay to the Association:

1. Annual Assessments,
2. Special Assessments, and
3. Impact Fee.

The Annual, the Special Assessments, and the Impact Fee together with attorney's fees, late fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot against which each such Assessment is made. Each such Assessment, together with attorney's fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them. All payments shall be applied first to costs and attorney fees, then to interest, and then to delinquent Assessments. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

B. Purpose of Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of all Owners as determined by the Association's Board of Directors and, in particular, may by way of example and not limitation or obligation include maintenance, repair or improvement of any Common Area, parkways, private streets and roads, gates, esplanades, setbacks and entryways, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, fountains and equipment, mosquito control, other services as may be in the Property's and Owner's interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkway, streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such shared agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations (whether residential, multi-family, commercial or mixed use) in the area and for consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board.

C. Annual Assessment

The Property shall be subject to the Annual Assessment, as follows:

1. Creation

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

2. Rate

The initial Annual Assessment established by the Association shall not exceed Nine Hundred Seventy-Five and 00/100 Dollars (\$975.00) per Lot. The combining of two or more Lots shall not forgive the obligation of the Owner(s) of such combined Lots to pay assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite shall be obligated to pay two assessments. Declarant shall elect annually to either subsidize

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the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members, or elect to pay assessments at the rate of fifty percent (50%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice to the Board each year by September 1 of the elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant shall be billed the difference between the total approved budget for the year less the total amount due by Class A Members. A Builder shall only be responsible to pay fifty percent (50%) of the assessment of other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home Lot shall not be subject to any assessments created herein. Upon conveyance of such model home to a purchaser, said Lot shall thereafter be subject to all assessments and charges provided for in this Declaration and as secured by the lien created herein.

3. Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the first day of the first month following the date of the first sale of a Lot to a party other than Declarant. Annual Assessments shall be due in advance on January 1 for the coming year and shall be delinquent if not paid in full as of January 31 of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the date the Owner, other than Declarant, acquires title to the Lot. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase or decrease the Annual Assessment in an

amount up to twenty percent (20%) over the previous year's Annual Assessment. The Annual Assessment may only be increased or decreased by more than twenty percent (20%) over the preceding year's assessment if such increase or decrease is approved by Members in Good Standing who represent a majority of the votes in the Association present at a meeting of the Members called for said purpose at which a quorum is present, in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the members present at a meeting called for said purpose at which a quorum is present in person or by proxy.

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

D. Special Assessments for Capital Improvements

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefiting the Association, provided that any such assessment shall have the approval of both a majority of the Class A Members and a majority of the Class B Members present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and shall be pro rated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Members benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

E. Impact Fee

Each Owner of a Lot within the Subdivision hereby covenants and agrees to pay to the Association a one-time impact fee equal to Two Hundred and 00/100 Dollars (\$200.00) per Lot (the "Impact Fee"). The Impact Fee shall be paid by an Owner (other than a Builder and the Declarant) to the Association at such time as a Lot is transferred by a Builder or Declarant to such Owner. The payment of the Impact Fee which shall be secured by the continuing Assessment lien set out herein and shall be collected in the same manner as Assessments. The Impact Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of the Subdivision, including, but not limited to, maintenance of the lakes, ponds, and other bodies of water, maintenance of gates, if any, which gates, in the Association's discretion, benefit the Subdivision, and/or placement of such Impact Fee in a reserve account.

F. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with late charges, attorney's fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the Assessment became due. This personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

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

3. In order to secure the payment of the Assessments hereby levied, an Assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Lot in the Subdivision, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

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

Although no further action is required to create or perfect the lien, the Association may, as further evidence, give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorney's fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

G. Subordination of the Lien to Mortgages

The lien for Assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage on any Lot or Homesite. The

sale or transfer of any Lot or Homesite shall not affect the Assessment lien. The sale or transfer of any Lot or Homesite shall not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Purchase money mortgagees of record or other purchasers of a Lot or Homesite which obtain title pursuant to judicial or non-judicial foreclosure of the mortgage, shall not be liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward such Assessments shall again accrue and be payable to the Association.

H. Exempt Properties

All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations that are exempt from taxation by federal laws shall be exempt from the Assessments created herein and the Owners thereof shall have no voting rights with respect thereto.

I. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot, Homesite or Building Site shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

ARTICLE XIV. MODIFICATION AND TERMINATION OF COVENANTS

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. So long as Class B membership exists, approval of two-thirds (2/3) of the combined total votes of Class A and Class B Membership shall be required to amend, modify or terminate this Declaration. However, the Declarant may unilaterally amend this Declaration at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home

Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing.

After the termination of Class B membership, approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration. Upon approval of the Owners, as set out above of said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Real Property Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration, the amendment or amended declaration shall control. For purposes of this section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot. Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration:

- A. by written ballot that states the substance of the amendment and specifies the date by which a ballot must be received to be counted;
- B. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
- C. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or
- D. by any other method permitted under this Declaration.

Any limitation of amendment to the Declaration related to said Property shall not limit the rights of the Declarant pertaining to the Declaration as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use restrictions applicable to any portion of the Properties, as provided in Article VIII hereof; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XV. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association.

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

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

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

D. Assessment Collection and Lien Foreclosure

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

E. Term

This Article XV, Alternative Dispute Resolution, shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article XV, Alternative Dispute Resolution.

ARTICLE XVI. GENERAL PROVISIONS

A. Severability

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

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any Supplemental Declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

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

E. Governing Law

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

F. Fines for Violations

The Association may assess fines for violations of the dedicatory instruments or governing documents (as those terms are defined in the Texas Property Code, or any successor statute thereof) other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose. The Certificate of Formation, By-Laws, and this Declaration shall likewise be available for inspection, by appointment during normal business hours by any Member at the office of the Association for any proper purpose as set forth in the By-Laws of the Park at Arbordale Community Association, Inc.

H. Notices

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

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

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

K. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees or other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

L. Occupants Bound

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code), shall also apply to all residents, tenants, lessees, guests, and invitees of any Dwelling or Lot (collectively referred to herein as "Occupants"). Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is fully liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

M. Security

NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND

INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

N. Service Mark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for the Park at Arbordale ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

O. Video, Data and Communication Service Agreements

The Association has or may hereafter enter into an agreement with a service provider for the provision of cable television and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located in the Subdivision. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed

pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted in Article XIII, and such Assessments shall be supported by the Assessment lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data or communication services proved and paid for by the Association with Assessments.

[SIGNATURE PAGE FOLLOWS]

11 157-20-2204

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4 day of June, 2008.

DECLARANTS:

BEAZER HOMES TEXAS, L.P., a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc., its general partner

By: Beazer Homes Texas Holdings, Corp.
Print Name: General Partner of Beazer Homes Texas, LP
Print Title: _____

By: Erik Olsen, Regional CFO
Houston FIAQ, Mt West & Central Region

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Olsen the Regional CFO of BEAZER HOMES TEXAS HOLDINGS, INC., the general partner of BEAZER HOMES TEXAS, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 4 day of June, 2008.



Marci E. Birthiesel
Notary Public - State of Texas

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

JUN - 5 2008



Dorely E. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Beazer Homes Texas Holdings, Inc.
COUNTY CLERK
HARRIS COUNTY, TEXAS

2008 JUN -5 PM 2:15

FILED