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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTCREEK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTCREEK

a Subdivision in Fort Bend County, Texas

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS DECLARATION is made on the date hereinafter set forth by Westcreek Partners, Ltd., a Texas limited partnership ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following real property located in Fort Bend County, Texas (the "Property"):

> All of Westcreek, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Plat No. 20050129 of the Plat Records of Fort Bend County, Texas

and,

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of the Property;

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth.

ARTICLE I
DEFINITIONS

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

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

B. APPOINTED BOARD - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Article IV, Section 4.1, of this Declaration.

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

D. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.

E. **ASSOCIATION** – Westcreek Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

F. **BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequent Board.

G. **BUILDER** - A person or entity other than Declarant who either purchases a Lot within the Subdivision for the purpose of constructing a Residential Dwelling thereon or is engaged by the Owner of a Lot within the Subdivision for the purpose of constructing a Residential Dwelling on the Owner's Lot. The Architectural Review Committee has the authority to approve or disapprove a Builder prior to the commencement of construction on the basis of the experience and reputation of the Builder and the ability of the Builder to obtain (and maintain throughout the entire construction period) all insurance required to be maintained by the Builder pursuant to the Architectural Guidelines, if any. The intent of the requirement that a Builder be approved by the Architectural Review Committee prior to the commencement of construction is to attempt to ensure that the Builder has sufficient experience and financial responsibility to complete the work in accordance with the approved plans and in a timely manner. The approval of a Builder shall not be construed in any respect as a representation or warranty by the Architectural Review Committee, Declarant, the Association, or any of their representatives, to any person or entity that the Builder has any particular level of knowledge or expertise or that any Residential Dwelling constructed by the Builder shall be a particular quality. Although all Owners are required to comply with the provisions of this Declaration relating to architectural review, it is the responsibility of each person or entity that either purchases a Lot and Residential Dwelling from a Builder or engages a Builder to construct a Residential Dwelling or other Improvement on the Owner's Lot to determine the quality of that Builder's workmanship and the suitability of the Builder to construct a Residential Dwelling or other Improvement of the type and design constructed or to be constructed on the Lot.

H. **BYLAWS** - The ByLaws of the Association.

I. **COMMON AREA** - All real property owned by the Association for the common use and benefit of the Members of the Association and all real property which may not be owned by the Association, but which is operated and maintained by the Association for the common use and benefit of the Members of the Association. As of the effective date of this Declaration, the Common Area is anticipated to include the private streets within and/or providing access to the Subdivision and Reserves "C", "D", "E", "F" and "G", all as shown on the Plat.

J. **DECLARANT** – Westcreek Partners, Ltd., a Texas limited partnership, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly

executed by Declarant and recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

K. DETENTION AREA - A portion of the land within the Subdivision identified on the Plat as Restricted Reserve "E".

L. FIRST ELECTED BOARD - The Board of Directors of the Association first elected by the Members of the Association as provided in Article IV, Section 4.4, of this Declaration.

M. IMPROVEMENT - Any Residential Dwelling, garage, building, structure, fixture or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to, or modification of an existing Residential Dwelling, garage, building structure, fixture or fence.

N. LOT or LOTS - Each of the Lots shown on the Plat.

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

P. MEMBER or MEMBERS - All Lot Owners who are Members of the Association as provided in Article IV hereof.

Q. MEMBER IN GOOD STANDING. "Member in Good Standing" shall mean and refer to Declarant and (a) a Member who is not delinquent in the payment of any Annual Maintenance Charge or other assessment levied by the Association against his Lot, or any interest, late charges, costs, or reasonable attorney's fees added to such Annual Maintenance Charge or assessment under the provisions of the Declaration or as provided by law, (b) a Member who does not have any condition of his Lot which violates any provision of the Declaration, which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the Owner's standing, and (c) a Member who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

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

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

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

T. PLAT – The plat for Westcreek recorded in Plat No. 20050129 of the Plat Records of Fort Bend County, Texas.

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

V. PROPERTY - All of Westcreek, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20050129 of the Plat Records of Fort Bend County, Texas.

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

X. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners, including, without limitation, rules governing the use and enjoyment of Common Areas. Provided that, in the event of any conflict in the Rules and Regulations and any provision(s) in this Declaration, the provision(s) in this Declaration shall prevail.

Y/. SUBDIVISION - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

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

ARTICLE II
PROVISIONS RELATING TO USE AND OCCUPANCY

SECTION 2.1. USE RESTRICTIONS.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional, religious, educational or commercial activity of any type, unless such business, professional, religious, educational or commercial

activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, religious, educational or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, religious, educational or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, religious, educational or commercial related purpose on any regular basis; and the conduct of the business, professional, religious, educational or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

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

No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than six (6) months. Every lease shall provide that the lessee shall be bound by and subject to all the obligations under this Declaration and a failure to comply with the provisions of this Declaration shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Declaration.

No Residential Dwelling shall be occupied by more persons than the total number of bedrooms in the Residential Dwelling multiplied by two (2); provided that, this restriction shall not be applicable to the immediate members of a single family. For purposes of this Section, the immediate members of a single family shall only include the husband, wife and children and one (1) domestic worker, caregiver or nanny residing on the Lot.

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

C. PASSENGER VEHICLES. Except as provided in Article II, Section 2.1, D, below, no Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee, or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any street in the Subdivision or any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this Declaration, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle; the term "pick-up truck" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. No passenger vehicle or pick-up truck owned or used by the residents of a Lot or the guest of an Owner, lessee or occupant of a Lot shall be permitted to be parked overnight on any street. No guest of an Owner, lessee or occupant of a Lot shall be entitled

to park any passenger vehicle or pick-up truck on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours. No guest or invitee of an Owner, lessee, or occupant of a Lot shall park any vehicle on a Lot or on any street that is not a permitted vehicle or pick-up truck for any length of time except a guest or invitee that is providing some service to the Owner or occupant of the Lot and then only during the period of time necessary to provide such service. No vehicle of any kind shall be parked on any unpaved portion of a Lot for any length of time.

No inoperable vehicle of any kind shall be parked, kept or stored on a Lot if visible from a street in the Subdivision or a neighboring Lot. As used herein, a vehicle is deemed to be inoperable if it does not display all required current permits and licenses, it is on a jack or does not have fully inflated tires, or it is not otherwise capable of being legally operated on a public street or right of way.

Garage doors must be maintained in a closed position at all times except as necessary for ingress and egress.

D. OTHER VEHICLES. No mobile home trailer, utility trailer, recreational vehicle, boat or the like shall be parked, kept or stored on any street for any length of time or on the driveway of any Lot for more than twenty-four (24) hours in any fourteen (14) day period unless parking on a driveway is otherwise permitted in writing by the Board of Directors due to special circumstances (such as, by way of example and not in limitation, a recreational vehicle owned by a relative or guest that is visiting the Owner or occupant of a Lot) but then only at the location and for the duration specified by the Board. No mobile home trailer, utility trailer, recreational vehicle, boat or the like shall be parked or kept on any unpaved portion of a Lot for any length of time.

E. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, motorcycle, mobile home trailer, recreational vehicle, utility trailer, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on a street in the Subdivision or on a Lot if visible from a street within the Subdivision or a neighboring Lot. Provided that, minor vehicle repair or maintenance that is completed within one (1) day is permitted in the garage on a Lot.

F. NUISANCES. No Lot or Residential Dwelling or other Improvement on a Lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. No condition or activity shall be permitted on a Lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. No nuisance shall be permitted to exist or operate on a Lot. For purposes hereof, a nuisance shall be an activity or condition on a Lot which is reasonably considered to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of the Lot.

G. TRASH, TRASH CONTAINERS. No garbage or trash, or garbage or trash container, shall be maintained on a Lot so as to be visible from a street in the Subdivision or a neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection

shall be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

I. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot. No clothes shall be aired or dried outside if visible from a street in the Subdivision or a neighboring Lot.

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

K. ANIMALS. No animals or birds, other than a maximum of three (3), in the aggregate, generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. For purposes hereof, pigs, hogs, goats, horses, sheep, chickens and the like are deemed not to be generally recognized house or yard pets and, therefore, are prohibited. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Subdivision. No unleashed dog is permitted on any street or other Common Area. Each dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. An "invisible" fence that controls pets through underground electrical wiring is an acceptable form of maintaining a dog in the yard of a Lot; provided that, an invisible fence shall not be located nearer to the front property line of a Lot than the front elevation of the Residential Dwelling or, in the case of a corner Lot, nearer to the side property line adjacent to the side street than the side elevation of the Residential Dwelling. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from a street in the Subdivision or a neighboring Lot. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, is exotic, inherently aggressive and/or vicious, or a nuisance, and its reasonable, good faith determination shall be conclusive and binding on all parties.

L. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

M. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided and no portion less than the entirety of a Lot as shown on the Plat shall be conveyed to another party.

N. CONSOLIDATION OF LOTS. Notwithstanding any provision in this Declaration to the contrary, any Owner of two (2) adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of constructing a Residential Dwelling on the resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from

the side lot lines indicated on the applicable Plat; provided that, the consolidation of two (2) adjoining Lots shall require the prior written consent of Declarant, as long as there is Class B membership in the Association and, thereafter, the prior written consent of the Board, and in no event shall more than two (2) adjoining Lots be consolidated. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on the Plat. Upon the consolidation of two (2) adjoining Lots, the consolidated building site shall be considered a single Lot for purposes of voting rights; however, the Lots comprising the consolidated building site (as shown on the Plat) shall be treated separately for purposes of assessments.

O. SIGNS. No signs shall be erected or maintained on a Lot except:

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

(ii) During the time of construction of any Residential Dwelling or other Improvement, one job identification sign not larger than twenty-four (24") inches in height and twenty-four inches (24") in width;

(iii) Ground mounted political signs; provided that only one (1) sign for each candidate or ballot item shall be displayed on a Lot and no sign shall be displayed on a Lot earlier than the 90th day before the date of the election to which the sign relates or longer than the 10th day after the election date;

(iv) One (1) sign advertising the Lot on which the sign is located "For Sale" or "For Lease," not larger than thirty-eight (38) inches in width and twenty-eight (28) inches in height and not extending more than four (4) feet above the ground; and

(v) Home security signs and/or school spirit signs, if approved by the Architectural Review Committee, and then only in strict accordance with any Architectural Guidelines governing such signs.

No permitted sign shall be displayed in or on a window or door of a Residential Dwelling or other Improvement on a Lot. Any unauthorized sign on a Lot or sign erected in a street or Common Area may be removed and disposed of by or at the direction of the Association without liability to any party.

P. EXEMPTIONS. Nothing contained in this Declaration shall be construed to prevent Declarant or its agents from erecting or maintaining structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or Improvements thereon may erect signs on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing. Further, as long as Declarant owns a Lot in the Subdivision, Declarant may use the Residential Dwelling on a Lot that it owns as a sales office for the purpose of promoting the sale of Lots and/or Residential Dwellings. Declarant shall be entitled to erect signage on a Lot used as a sales office as deemed

necessary or appropriate by Declarant, in its sole discretion, to promote the sale of Lots and/or Residential Dwellings in the Subdivision.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. DECORATIONS. Subject to the provisions of Article III, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling on the Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require an Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from a street in the Subdivision or another Lot, if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision or does not comply with the provisions of this Declaration.

B. MAINTENANCE. No Residential Dwelling or other Improvement on a Lot shall be permitted to fall into disrepair, and each such Residential Dwelling or other Improvement on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot and the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the exterior of the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. TYPES OF STRUCTURES. No structure shall be erected, altered, placed or permitted to remain on a Lot other than (i) one detached, single family dwelling, together with an attached or detached private garage, (ii) one (1) permitted accessory building, and (iii) one (1) permitted play structure, all of which are subject to the prior written approval of the Architectural Review Committee. No permitted accessory building shall exceed twelve (12) feet in height, measured from the ground to the highest point of the accessory building, or have a ground floor

area that exceeds one hundred (100) square feet. An accessory building must be located in the rear yard of the Lot, behind a fence, and within the applicable building setbacks.

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored upon a Lot more than fifteen (15) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or other Improvement on a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling or other Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event, substantial completion of a Residential Dwelling on a Lot must be achieved within two hundred ten (210) days of the date of commencement of construction of the Residential Dwelling; substantial completion of any other Improvement on a Lot must be achieved within sixty (60) days of the date of commencement of construction of the Improvement, unless a longer period is approved in writing by the Architectural Review Committee. For purposes hereof, construction of a Residential Dwelling or other Improvement shall be deemed to have commenced on the date that any equipment or building material relating to such construction is moved onto the Lot. Also for purposes hereof, a Residential Dwelling shall not be deemed to be substantially completed until the date an occupancy permit is issued by any governmental authority having jurisdiction or, if no such occupancy permit is required, the date the Residential Dwelling is ready to be occupied; any other Improvement shall not be deemed to be substantially completed until the date the Improvement is capable of being used for its intended purpose. Unused materials shall be removed from the Lot within thirty (30) days of substantial completion of the Residential Dwelling or other Improvement.

C. TEMPORARY STRUCTURES. No structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other structure or building, other than the Residential Dwelling, an attached or detached garage and one (1) permitted accessory building approved by the Architectural Review Committee, shall be placed on a Lot, either temporarily or permanently. No house or garage shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities, including, without limitation, construction and/or equipment trailers, in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings, and construction of other Improvements in the Subdivision.

D. CARPORTS/GARAGES. No carport shall be constructed on any Lot. A porte cochere may be permitted on a Lot if included in the original Plans for the Residential Dwelling and approved by the Architectural Review Committee. Garages must be provided for all Residential Dwellings and in no case shall a porte cochere act as or be substituted for a garage. The height of a garage shall not exceed the height of the Residential Dwelling located on the same Lot without the prior written consent of the Architectural Review Committee. A second story living area above a garage is permitted with the prior written approval of the Architectural Review

Committee; provided that, windows are only permitted in the wall of the second story garage that faces the street in front of the Lot or in the wall of the second story garage that faces the interior of the rear yard of the Lot on which the garage is located (i.e. no windows are permitted in a wall that faces an adjacent Lot). No garage shall be placed or maintained on any easement. A detached garage on a Lot must face the street in front of the Lot except a garage on a corner Lot which must face the side street. Further, a detached garage must be connected to the Residential Dwelling on the Lot by a covered breezeway that does not exceed twenty (20) feet in length, measured from the nearest points of the eaves of the Residential Dwelling and the garage. All garages shall be enclosed by metal or wood garage doors with a paneled design in order to be harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing passenger vehicles used or kept by the persons who reside on the Lot. As provided in Section 2.1, paragraph D, a garage may also be used to store or house a trailer, mobile home trailer, recreational vehicle, boat or similar vehicle so long as the vehicle is capable of being parked in the garage with the door closed and there is adequate space in the garage and on the driveway to park all passenger vehicles and/or pick-up trucks used or kept by the residents of the Lot. No parking spaces in a garage may be used for the storage of personal property if the result is that there is not adequate space to park the passenger vehicles used or kept by the residents of the Lot in the garage and on the driveway.

E. AIR CONDITIONERS. A window, roof or wall type air conditioner may be used, placed or maintained on or in a Residential Dwelling, garage or other Improvement, provided that the air conditioner is approved in writing by the Architectural Review Committee prior to installation and the air conditioner is screened from view from another Lot at ground level or a street in the Subdivision in a manner approved by the Architectural Review Committee.

F. ANTENNAS. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal.

G. EXTERIOR FINISH. A minimum of fifty percent (50%) of the exterior wall area, excluding window and door openings, of the Residential Dwelling on each Lot must be comprised of brick, masonry or stucco (excluding stucco board) material. Further, a minimum of fifty percent (50%) of the exterior wall area, excluding window and door openings, within the front elevation of the Residential Dwelling on each Lot must be comprised of brick, masonry or stucco (excluding stucco board) material. For purposes of this provision, Hardi plank or similar material shall not be considered a masonry material. All brick, stonework and mortar must be approved by the Architectural Review Committee as to type, size, color and application. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling shall blend with the color of the exterior materials to which they are adhered or attached. Wood or Hardi plank (but not vinyl) siding is permitted on the exterior of a chimney, provided that the wood or Hardi plank siding is approved in writing by the Architectural Review Committee prior to construction or application.

H. EXTERIOR LIGHTING. All exterior lighting on a Lot must be approved by the Architectural Review Committee as to type, location and illumination. No exterior lighting shall be directed toward another Lot or illuminate any area that is more than twenty (20) feet from the lighting fixture.

I. MAILBOXES. It is anticipated that individual, as opposed to cluster, mailboxes will be used in the Subdivision. If individual mailboxes are used, each individual mailbox shall be of a design approved in writing by the Architectural Review Committee and the materials used to construct a mailbox on a Lot must match the materials used in the construction of the front elevation of the Residential Dwelling on that Lot.

J. ROOFING. The type, color, grade and design of roofing materials to be installed on a Residential Dwelling or other Improvement must be approved in writing by the Architectural Review Committee prior to installation. Composition shingles and seam metal (flat, without any ripple) roofs are permitted subject to the approval of the Architectural Review Committee as to color, grade and design. The Architectural Review Committee shall have the right to establish specific requirements for the pitch of any roof [not less than four (4) feet vertical to twelve (12) feet horizontal] and other types of roofing materials which may be utilized for any Residential Dwelling. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Residential Dwelling, including, without limitation, the roof of any Residential Dwelling, if visible from any street. All vents, stacks and other projections from the roof of any Residential Dwelling shall, to the extent possible, be located on the rear roof of such Residential Dwelling and be painted substantially the same color as the roofing material.

K. WINDOW TREATMENTS AND DOORS. Reflective glass shall not be permitted on the exterior of any Residential Dwelling, garage or other Improvement. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Review Committee. Burglar bars shall not be permitted on the exterior of any windows or doors. Screen doors shall not be used on the front or side of any Residential Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Residential Dwelling. Drapes, linings and all other types of window coverings, which are visible from any street or any neighboring Lot, must be white or beige or some other neutral color approved by the Architectural Review Committee.

L. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters shall be located, to the extent possible, in the least obtrusive location. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Residential Dwelling or at the side of the Residential Dwelling no nearer to the front of the Residential Dwelling than twenty (20) feet, measured from the closest points of the equipment and the front of the Residential Dwelling.

M. PLAY STRUCTURES. One (1) free-standing play structure is permitted on a Lot with the prior written approval of the Architectural Review Committee; provided that, in no event shall a permitted play structure exceed twelve (12) feet in height, measured from the ground to the highest point of the play structure. The canopy on a play structure, if any, shall be a solid color

approved by the Architectural Review Committee; a multi-colored canopy is not permitted. A play structure on a Lot must be located within the rear yard behind a fence in accordance with the applicable side and rear building setbacks; provided that, the Architectural Review Committee may condition the approval of a play structure on the requirement that it be placed farther away from a side or rear property line than the applicable setback to minimize any inconvenience to the occupants of a neighboring Lot. A free standing play structure shall not be deemed to be an accessory building for purposes of Section 2.3A of this Declaration.

N. LANDSCAPING.

1) The landscaping plan for each Lot shall be submitted to the Architectural Review Committee for approval pursuant to the provisions of Article III.

(2) The entirety of the front yard of a Lot and any portion of a side yard of a Lot outside a fence shall be sodded with grass within thirty (30) days of the date of substantial completion of a Residential Dwelling on the Lot. The requirement to entirely sod the front yard of a Lot includes the slope of any drainage ditch within or adjacent to the Lot; provided that, a strip one (1) foot in width at the bottom of the flow line of a drainage ditch shall not be sodded. Rock and similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Review Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level.

(3) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the date of substantial completion of the Residential Dwelling situated thereon or the date the Residential Dwelling is first occupied, whichever is the earlier to occur.

(4) No hedge or shrubbery which obstructs sight lines of streets shall be placed or permitted to remain on a Lot. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, and its reasonable, good faith determination shall be conclusive and binding on all parties.

(5) No rock, rock walls or other substances shall be placed on a Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flagpoles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front yard of a Lot, or in the side yard of a Lot if visible from a street in the Subdivision, without the prior written approval of the Architectural Review Committee.

(6) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front yard of a Lot or in the side yard of a Lot if visible from any street in the Subdivision.

(7) No Owner shall allow the grass on his Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. This provision expressly includes grass and weeds on a Lot during the construction of a Residential Dwelling thereon.

(8) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or Residential Dwelling within twenty (20) days after the holiday passes.

(9) No Owner or occupant of a Lot shall plant any plants, flowers, herbs, vegetables, shrubbery or trees on any portion of the Common Area.

O. SWIMMING POOLS AND OTHER AMENITIES. No swimming pool, outdoor hot tub, reflecting pond, fountain, sauna, whirlpool, lap pool, and similar amenity shall be constructed, installed, and maintained on any Lot without the prior written approval of the Architectural Review Committee. The Architectural Review Committee shall have the authority to adopt guidelines relating to the construction of swimming pools, other outdoor water features and other amenities on Lots in the Subdivision. Permanent, above-ground swimming pools are not permitted.

P. DRIVEWAYS AND SIDEWALKS. The driveway on each Lot shall be constructed of concrete. Other materials (e.g., brick) may be used but only if approved in writing by the Architectural Review Committee. All sidewalks which are visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level, shall be paved; chert, gravel and loose stone sidewalks are prohibited. No driveway or sidewalk shall be painted or stained without the prior written approval of the Architectural Review Committee. The driveway within the boundaries of a Lot, and any portion of a driveway serving a single Lot which extends from the Lot across an unpaved portion of a street, if any, shall be maintained by the Owner of the Lot. All sidewalks within Common Area shall be maintained by the Association; all other sidewalks shall be maintained by the Owner of the Lot on which the sidewalk is situated.

Q. LOT MAINTENANCE. The Owner or occupants of a Lot shall at all times keep all weeds and grass thereon cut and maintained in a sanitary, healthful and attractive manner. The Owner or occupant of a Lot shall also keep all landscaping and landscape beds maintained in a neat and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot. The Owners or occupants of any Lots at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, shall screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. Until the First Meeting of the Members of the Association, as provided in Section 4.4 of this Declaration, Declarant shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Subdivision, and Declarant's determination shall be conclusive and binding; thereafter, the Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards for the Subdivision and the Board of Directors' determination shall

be conclusive and binding. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Declaration and such failure continues after ten (10) days written notice from Declarant or the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, cause dead or diseased shrubs or trees to be removed, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

R. EXTERIOR COLORS. The color(s) of paint and color impregnation proposed to be used of the exterior of the Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Review Committee prior to application. The Owner of a Lot is required to submit to the Architectural Review Committee a request for approval of the proposed paint color(s), together with paint samples. The Architectural Review Committee shall have the authority to disapprove a proposed paint color if the color is not compatible with colors traditionally used on the exteriors of Residential Dwellings and Improvements in the Subdivision, or if two (2) or more colors proposed to be used on a Residential Dwelling or other Improvement on a Lot are not compatible with each other. Exterior colors shall be generally limited to those colors used on Residential Dwellings and other Improvements at the time of original construction. The purpose of this covenant is to maintain harmony of the exterior paint colors of Residential Dwellings and other Improvements throughout the Subdivision.

S. FLAGPOLES. One (1) in-ground flagpole is permitted on a Lot with the prior written approval of the Architectural Review Committee. An in-ground flagpole must be located in the rear yard of a Lot within the applicable side and rear building setbacks; provided that, the Architectural Review Committee may condition the approval of a flagpole on the requirement that it be placed farther away from a side or rear property line than the applicable setback to minimize any inconvenience to the Owner or occupant of a neighboring Lot. No in-ground flagpole may exceed fifteen (15) feet in height. An in-ground flagpole shall not be illuminated. Only one (1) flag may be displayed on a flagpole at any given time. In-ground flagpoles are intended to display the American flag, the flag of the State of Texas, and seasonal flags. The Board of Directors shall have the authority to require the removal of any flag that is reasonably deemed to be inappropriate or offensive by reason of condition, color or content.

T. BASKETBALL GOALS. A pole-mounted or wall or roof mounted basketball goal may not be installed on a Lot without the prior written approval of the Architectural Review Committee. Upon reviewing an application for a pole-mounted or wall or roof mounted basketball goal, the Architectural Review Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the Residential Dwelling on any adjacent Lot and the potential impact on the Owner or occupant of any adjacent Lot with regard to noise. All basketball goals, whether pole-mounted, roof or wall mounted, or portable, must comply with the provisions of the recorded Architectural Guidelines. A portable basketball

goal may not be located nearer to the front property line than the front wall of the Residential Dwelling, whether or not in use.

U. STORAGE OF PERSONAL PROPERTY. Items of personal property including, without limitation, lawn furniture, barbecue grills, toys, automobile parts and accessories, tools, lawn equipment and similar items must be kept out of view from the street in front of the Lot and, if a corner lot, the side street.

V. DISPOSAL OF HAZARDOUS SUBSTANCES. No gasoline, motor oil, paint, paint thinner, pesticide or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and/or regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer manhole or drain, sanitary sewer manhole, drainage channel, roadside ditches, culverts, lake or detention pond within the Subdivision; rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction.

W. TREE REMOVAL. No tree with a caliper of twelve (12) inches or more [measured one (1) foot above grade] that is not within the area seven and one-half (7 ½) feet around the foundation of the Residential Dwelling, garage or other Improvement constructed or to be constructed on a Lot shall be removed from the Lot without the prior written approval of the Architectural Review Committee, except for a tree that is dead or so diseased or infested with insects that it cannot be salvaged. All trees which have caliper of twelve (12) inches or more [measured one (1) foot above grade] proposed to be removed in connection with the construction of a Residential Dwelling, garage or other Improvement on a Lot must be clearly identified in a plot plan or similar document submitted to the Architectural Review Committee prior to the removal of any such tree. The Architectural Review Committee shall have the authority to approve or disapprove the removal of a tree on the basis of location, type, size and condition of the tree. In the event that a tree with a caliper of twelve (12) inches or more [measured one (1) feet above grade] which is not dead or so diseased or infested with insects that it cannot be salvaged is removed from a Lot without the prior written approval of the Architectural Review Committee, the Owner of the Lot shall be required to replace the tree with a type of tree approved in writing by the Architectural Review Committee. The Architectural Review Committee shall also have the authority to approve the location of the replacement tree. The replacement tree must be planted within thirty (30) days of approval by the Architectural Review Committee (as to type and location) unless the Architectural Review Committee agrees to a longer period of time. A replacement tree must be a tree with a caliper of at least six (6) inches measured twelve (12) inches above grade and a height of at least twelve (12) feet. Upon the removal of a tree from a Lot, the Owner must also remove the stump and fill the resulting hole.

X. CULVERTS. Culverts constructed on a Lot in connection with the construction of a driveway or roadway must be constructed in a manner that meets or exceeds any uniform standards promulgated by Declarant. In no event shall a culvert be constructed on a Lot in a manner that does not comply with the minimum standards adopted by Fort Bend County which are in effect at the time of construction. A culvert shall be maintained by the Owner of the Lot in which it is located or, if located outside the boundaries of the Lot, the Owner of the Lot benefited by the culvert. In addition, the area in front of a Lot between the front property line of the Lot and the

street pavement shall be maintained by the Owner of the Lot in the same manner as if such area is a part of the front lawn of the Lot.

Y. SANITARY SEWER SYSTEM. Each Owner of a Lot shall install and maintain, at the Owner's expense, a sewage treatment system on the Owner's Lot for the purpose of converting sewage into clear, odorless and organically stable water. The sewage treatment system is required to be a Class 1 "Clearstream Home Wastewater System". No other brand or type of sewage treatment system shall be installed on a Lot without the prior written approval of the Board of Directors. Further, no sewage treatment system shall be installed on an Owner's Lot unless the individual or entity engaged to install the system has been approved by the Board of Directors as to experience and reputation; provided that, the approval of an individual or entity by the Board of Directors shall not constitute a representation or warranty to any person or entity that the individual or entity engaged to install the system has any particular level of expertise or that the sewage treatment system will be installed in a good and workmanlike manner.

SECTION 2.4. SIZE AND LOCATION OF RESIDENCES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a one-story Residential Dwelling shall be one thousand nine hundred (1,900) square feet. The minimum allowable area of interior living space in a two-story Residential Dwelling shall be two thousand four hundred (2,400) square feet. The minimum allowable area of interior living space in the ground level of a two-story Residential Dwelling shall be one thousand six hundred (1,600) square feet. For purposes of this Declaration, the term "interior living space" excludes steps, porches, exterior balconies, and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling, garage or Improvement on any Lot, other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front property line than thirty (30) feet, unless otherwise shown on the Plat or approved in writing by the Architectural Review Committee. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to the rear property line than thirty (30) feet. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to a side property line than fifteen (15) feet, except a corner lot in which case no Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping shall be located nearer to the side property line adjacent to the side street than the side setback line that shown on the applicable Plat. Notwithstanding the foregoing, the Architectural Review Committee may grant variances from these setbacks, in the manner provided in Article III, Section 3.12, when, in its sole discretion, a variance is deemed necessary or appropriate.

SECTION 2.5. FENCES AND WALLS.

A. FENCES. No fence or wall on a Lot shall be constructed of chain link or wire. No fence or wall shall be located nearer to the street in front of a Lot than the front wall of the Residential Dwelling. No fence or wall shall be located nearer to the side street adjacent to a corner Lot than the side wall of the Residential Dwelling. No fence or wall on a Lot shall exceed seven (7) feet in height (regardless of whether a wood fence has a rot board with pickets thereon). No hedge or pergola that serves as a fence or wall shall be allowed to grow more than six (6) feet in height. The type of materials utilized for (including the color thereof) and the location of all fences and walls must be approved in writing by the Architectural Review Committee prior to construction or installation. No fence or wall may be painted or stained without the prior written consent of the Architectural Review Committee.

B. MAINTENANCE OF FENCES. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots shall have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of any Lot fails to maintain a wall or fence and such failure continues after thirty (30) days' written notice thereof from the Association, Declarant, its successors or assigns, or the Association, may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration, and to place said wall or fence in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge to the Association plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be added to the Owner's assessment account and secured by the lien created in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30^{th}) day after a written invoice is delivered to the Owner. A replacement fence must be the same height as the previously existing fence and constructed with the same materials used to construct the previously existing fence unless otherwise approved in writing by the Architectural Review Committee.

C. FENCES ERECTED BY DECLARANT. Declarant shall have the right, but not the obligation, to construct fences and/or berms within or around the Subdivision, which are deemed by Declarant to enhance the appearance of the Subdivision. An Owner shall be responsible for any damage to a fence or wall constructed by or at the direction of the Declarant, which is caused by such Owner or his family members, or the negligent and intentional acts of an Owner's guests, agents or invitees.

D. FENCES ON PARTICULAR LOTS. On each Lot adjacent to Reserve "C", "D" or "E", an unadorned, black wrought iron or tubular steel fence is required along the property line adjacent to the Reserve. Further, any fence that connects to the wrought iron or tubular steel fence along the property line adjacent to Reserve "C", "D", or "E" must be unadorned, black wrought iron or tubular steel for a distance of fifty (50) feet from the point at which it intersects with the

wrought iron or tubular steel fence along the property line adjacent to Reserve "C", "D", or "E"; thereafter, the fence may be wood. Each wrought iron or tubular steel fence shall be not more than five (5) feet in height and shall have pickets at a four (4) inch on center interval spacing.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.6.A., no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

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

C. CONSTRUCTION AND MAINTENANCE EASEMENT. There is reserved for Declarant, the Association, and their respective successors and assigns, a four (4) feet wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut Common Area, a landscape reserve, a greenbelt, or a street where Declarant have constructed or intend to construct a fence upon the Common Area or within the landscape reserve or public right-of-way, together with the right if ingress and egress for the purposes of constructing, repairing, and/or reconstructing the fence. Declarant, the Association and their respective successors and assigns, shall have the right to exercise these easement rights without liability to any Owner for damages arising from the use of the easement. The easement area shall remain unobstructed of any structures that would prohibit access to the fence for construction and maintenance purposes. Declarant, the Association and their respective successors and assigns, shall have the right to remove any shrubs, plants or other landscaping within the easement that obstruct or prohibit access to the fence for construction and maintenance purposes and, if any shrubs, plants or landscaping are removed, Declarant or the Association, as the case may be, shall not be obligated to replace such shrubs, plants or landscaping. No object or thing shall be attached to the fence constructed on the Common Area without the prior written consent of Declarant or the Association. Any object or thing attached to the fence without the prior written approval of Declarant or the Association may be removed and disposed of by Declarant or the Association without liability to any party.

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

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

F. DRAINAGE. Except as shown on the drainage plan for the Subdivision, if any, no Owner of a Lot shall be permitted to construct Improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that water on such Lot drains to any other Lot or Common Area. Declarant may, but shall not be required to, install drainage inlets or underground drains within the utility easement on one or more Lots. If so, no Owner shall in any manner alter, obstruct or interfere with such drainage system.

G. COMMON AREA. The Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. The Association shall have the right to charge a reasonable fee for the use of any facility situated on any Common Area. Each Owner shall observe and comply with any reasonable Rules and Regulations promulgated and published by the Association relating to the Common Area and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners. Rules and Regulations relating to use of the Detention Area may be more stringent than the Rules and Regulations applicable to other Common Area; further, if deemed necessary or appropriate by Declarant (or the Board of Directors after Class "B" membership in the Association ceases to exist), use of the Detention Area by the Owners may be prohibited altogether. Declarant shall have the right to add property to the Common Area, provided that such additional property is free and clear of all encumbrances. Except as otherwise specifically provided in this Declaration, all Common Area shall be maintained by the Association.

H. ELECTRIC DISTRIBUTION SYSTEM. An electric distribution system will be installed in the Subdivision, which service area embraces all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and

secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owner's to permit installation, repair and maintenance of each Owner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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

ARTICLE III
ARCHITECTURAL APPROVAL

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall consist of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor Declarant), or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members of the Architectural Review Committee. As long as Declarant has the authority to appoint members of the Architectural Review Committee, members of the Architectural Review Committee may, but need not, be Members of the Association. After Declarant's authority to appoint members of the Architectural Review Committee ceases, members of the Architectural Review Committee must be Members in Good Standing of the Association. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. Members of the Architectural Review Committee appointed by the Board may be removed at any

time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Review Committee shall have the right, but not the obligation, to designate a Committee Representative by recording a notice of appointment in the Official Public Records of Real Property of Fort Bend County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. If such a notice is recorded, all third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Review Committee itself until such time as the Architectural Review Committee shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Fort Bend County, Texas.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development, and to protect and promote the value of the Property, the Lots and Residential Dwellings and all Improvements thereon, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Residential Dwelling by any Owner, other than Declarant, which affect the exterior appearance of any Lot or Residential Dwelling unless Plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any Residential Dwelling, sidewalk, driveway, mailbox, deck, patio, landscaping, swimming pool, tennis court, greenhouse, play structure, awning, wall, fence, exterior lights, garage, or any accessory building, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or Improvement, unless the Plans for the same have been submitted to and approved in writing by the Architectural Review Committee in accordance with the terms and provisions of this Article.

Except as otherwise provided herein, the Architectural Review Committee is hereby authorized and empowered to approve all Plans and the construction of all Residential Dwellings and other Improvements on any part of the Property and the Builder of such Improvements. Prior to the commencement of any Residential Dwelling or other Improvements on any Lot or Residential Dwelling, other than a Lot owned by Declarant, the Owner thereof shall submit to the Architectural Review Committee Plans and related data for all such Improvements, which shall include the following:

(i) A check in the amount of the then applicable Submission Fee, if any, made payable to "Westcreek Community Association, Inc."

(ii) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Residential Dwelling or other Improvement to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and appurtenant buildings or structures and the relationship of the same to any setback requirements applicable to the Lot or Residential Dwelling.

(iii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Residential Dwelling or other Improvement to be constructed on the Lot.

(iv) Two (2) copies of written specifications and, if requested by the Architectural Review Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling or other Improvement on such Lot, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling or other Improvement and the color of paint, color impregnation, or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Residential Dwelling or other Improvement.

(v) The name, address and telephone number of the Builder.

(vi) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Residential Dwelling.

(vii) Two (2) copies of the landscaping and irrigation plans prior to the installation of any landscaping or irrigation.

(viii) A written statement of the estimated date of commencement, if the proposed Improvement is approved, and the estimated date of completion.

(ix) Such other plans, specifications or other information or documentation as may be required by the Architectural Guidelines.

The Architectural Review Committee shall, in its sole discretion, determine whether the Plans and other data submitted by any Owner for approval are acceptable. One copy of all Plans and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The Architectural Review Committee shall establish and change from time to time, if deemed appropriate, a reasonable fee sufficient to cover the expense of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such Plans and to monitor and otherwise enforce the terms hereof (the "Submission Fee").

The Architectural Review Committee shall have the right to disapprove any Plans upon any ground which is consistent with the objectives and purposes of this Declaration, including aesthetic considerations; any failure to comply with any of the provisions of this Declaration or the Architectural Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan or scheme for the Subdivision; objection to the location of any proposed Improvements on any such Lot or Residential Dwelling; objection to the landscaping plan for such Lot or Residential Dwelling; objection to the color scheme, finish, proportions, style

of architecture, height, bulk or appropriateness of any Improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the general plan or scheme for the Subdivision. The Architectural Review Committee shall have the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot or Residential Dwelling shall be obligated to comply and must be incorporated into the Plans for such Improvements or Residential Dwelling. Approval of Plans by the Architectural Review Committee for Improvements to a particular Lot or Residential Dwelling shall not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar Plans for Improvements to any other Lot or Residential Dwelling within the Subdivision.

Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above, it being the intent to require a Residential Dwelling or other Improvement to be constructed in strict accordance with the originally approved Plans unless revisions, modifications or changes to the originally approved Plans are subsequently approved by the Architectural Review Committee.

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

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association.

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Review Committee may from time to time promulgate, supplement or amend Architectural Guidelines, which provide an outline of minimum acceptable standards for proposed Residential Dwellings and other Improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Review Committee may impose other requirements in connection with its review of any proposed Improvements. Provided further that, no Architectural Guidelines promulgated by the Architectural Review Committee shall be effective until approved in writing by the Board of Directors. Any Architectural Guidelines promulgated by the Architectural Review Committee (with the approval of the Board of Directors) shall be recorded in the Official Public Records of Real Property of Fort Bend County, Texas. If the recorded Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the recorded Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot shall be deemed to be approved by the Architectural Review Committee, unless disapproval is transmitted to the applicant by the Architectural Review

Committee within forty-five (45) days after the date of actual receipt by the Architectural Review Committee of the request at its office. If the Architectural Review Committee requests additional information or materials from an applicant in writing within the specified forty-five (45) day period, the applicant's request shall be deemed to be disapproved, whether so stated in the written communication or not, and a new forty-five (45) day period for review shall not commence until the date of actual receipt by the Architectural Review Committee of the requested information or materials. No approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the recorded Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates any provision of this Declaration or the recorded Architectural Guidelines. After the date that the Board of Directors obtains the authority to appoint the members of the Architectural Review Committee, an applicant shall have the right to appeal an adverse decision of the Architectural Review Committee to the Board of Directors. The Board of Directors shall have the authority to adopt procedures for appeals of decisions of the Architectural Review Committee. In the event of an appeal, the decision of the Board of Directors shall be final, conclusive and binding.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the materials submitted to the Architectural Review Committee. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot or Residential Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot or in areas designated by the Architectural Review Committee. Except as otherwise permitted by Declarant, construction on a Lot shall occur only between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., Monday through Saturday. No Improvement on a Lot shall be deemed completed until the Improvement is capable of being used for its intended purpose and all construction materials and debris have been cleaned up and removed from the site and, in the case of a Residential Dwelling, all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.7. NOTICE OF COMPLETION. Promptly upon completion of the Improvement on a Lot, the applicant shall deliver a notice of completion ("Notice of Completion") to the Architectural Review Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such Improvement, provided that the Improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 3.8. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement on a Lot for a period of ninety (90) days after completion.

SECTION 3.9. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Architectural Review Committee shall notify the Owner of the Lot in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within sixty (60) days after the Architectural Review Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Fort Bend County, Texas; (b) remove the noncomplying Improvement on the Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the applicant shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of the applicant's noncompliance, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and collected in the same manner as provided in Article V. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30th) day after a written notice is delivered to the Owner.

SECTION 3.10. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Owner's act or neglect, the Architectural Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion, the Improvement on a Lot shall be deemed in compliance if the Improvement on a Lot in fact was completed as of the date of Notice of Completion; provided, however, the failure of the Architectural Review Committee to notify the Owner of noncompliance shall not operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the recorded Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates this Declaration or the recorded Architectural Guidelines.

SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of any Improvement on a Lot shall not be deemed a waiver of

any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

SECTION 3.12. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee. Notwithstanding anything contained in this Declaration to the contrary, neither the Committee Representative nor any single member of the Architectural Review Committee shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision covered by the variance. The granting of a variance shall not affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance. The granting of a variance shall not affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.13. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee shall not be compensated for their services but shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve. Provided that, the Committee Representative shall be entitled to compensation as approved by the Board of Directors.

SECTION 3.14. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.15. NONLIABILITY FOR ARCHITECTURAL REVIEW ACTION. None of the members of the Architectural Review Committee, any Committee Representative, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing or acting on any Plans the Architectural Review Committee shall not inspect, guarantee represent or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with

building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Neither Declarant, the Association, the Board, the Architectural Review Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to approve, disapprove or inspect any Improvement.

SECTION 3.16. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

SECTION 3.17. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Review Committee for a Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Review Committee or Declarant to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated by such Plans. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvements thereon.

SECTION 3.18. EXCLUSIONS. The provisions in this Article III relating to the obligation to submit Plans, pay a Submission Fee, and obtain the approval of the Architectural Review Committee prior to the commencement of construction of a Residential Dwelling or other Improvement on a Lot shall not be applicable to Declarant.

ARTICLE IV
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, maintenance, repair, replacement, administration, and operation of the Subdivision as provided for in this Declaration and as provided for in the ByLaws and the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the First Meeting of the Members of the Association is held in accordance with the provisions of Section 4.4 and a Board of Directors is elected. The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day-to-day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements

concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with this Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING RIGHTS OF MEMBERS. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 4.2, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 4.2.

Class B. The Class B Members shall be Declarant, its successors and assigns. A Class B Member shall be entitled to eight (8) votes for each Lot in which it holds the interest required for membership by Section 4.2; provided, however, that the Class B membership shall cease and be converted to Class A membership at the conclusion of the meeting at which the First Elected Board is elected, as provided in Section 4.4, or on any earlier date elected by Declarant and evidenced by a written notice thereof recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

In the event that ownership interests in a Lot are owned by more than one Class "A" Member of the Association, such Class "A" Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot owned. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member entitled to exercise the vote for that Lot. All Members of the Association may attend meetings of the Association and all Members in Good Standing may exercise their vote at such meetings either in person or by proxy. Any person who occupies a Residential Dwelling on a Lot in the Subdivision but is not an Owner may attend meetings of the Association and serve on committees (other than the Architectural Review Committee) and, if authorized by the Bylaws, serve on the Board of Directors of the Association. A Member of the Association who is not a Member in Good Standing shall not be entitled to vote at any meeting of

the Members until his/her status as a Member in Good Standing is restored. Cumulative voting shall not be permitted.

SECTION 4.4. MEETINGS OF THE MEMBERS. The first meeting of the Members of the Association ("First Meeting") shall be held when called by the appointed Board upon not less than ten (10) and not more than sixty (60) days written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days after all of the Lots subject to this Declaration have been sold by Declarant (except in connection with a conveyance to another party that is a successor Declarant) as evidenced by a deed recorded in the Official Public Records of Real Property of Fort Bend County, Texas for each Lot. The First Elected Board shall be elected at the First Meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the ByLaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the ByLaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 4.7. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration, its Articles of Incorporation or Bylaws, or the provisions of the Texas Business Organizations Code, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

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

SECTION 4.8. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Articles of Incorporation, ByLaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and

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

ARTICLE V
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 5.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for social or community events deemed by the Board of Directors to be beneficial to the residents in the Subdivision; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Subject to Article V, Section 5.7, below, each and every Lot in the Subdivision is hereby severally subjected to and impressed with an Annual Maintenance Charge or assessment in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The Annual Maintenance Charges and assessments herein provided for, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge or assessment accrued, but no Member shall be personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of

the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge or assessment shall be $1,000.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge or assessment may be automatically increased, effective January 1 of each year, by an amount equal to a ten percent (10%) increase over the prior year's maximum Annual Maintenance Charge or assessment without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Maintenance Charge or assessment may be increased more than ten percent (10%) above the prior year's maximum Annual Maintenance Charge or assessment only if approved by the vote of not less than two-thirds (2/3) of each class of Members. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge or assessment at an amount not in excess of the maximum Annual Maintenance Charge or assessment established pursuant to this section. The Annual Maintenance Charge or assessment levied against each Lot shall be uniform.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The initial maximum Annual Maintenance Charge or assessment provided for herein shall be established as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant. However, the Annual Maintenance Charge or assessment shall commence as to each Lot on the date of the conveyance of the Lot by the Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge or assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge or assessment shall be sent to every Owner. In the event the Association fails to fix the amount of an Annual Maintenance Charge or assessment on or before the 30th day of November of a particular year or fails to send written notice thereof to all Owners, the amount of the Annual Maintenance Charge or assessment applicable in the preceding year shall remain in effect until such time that the Board of Directors of the Association fixes the amount of the Annual Maintenance Charge or assessment and sends written notice thereof to all Owners. Provided that, if the Annual Maintenance Charge or assessment is not fixed and written notice thereof is not sent to all Owners by February 15th of the applicable assessment year, then no increase shall be permitted and the Annual Maintenance Charge shall be the same as the Annual Maintenance Charge applicable in the preceding year.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by this Declaration, then the Board shall have the authority to levy such special assessments ("Special Assessments") as it shall deem necessary to provide for such continued maintenance and operation. No Special Assessment shall be effective until the same is approved by the vote of not less than a

majority of each class of Members present and voting, in person or by proxy, at the meeting of the Members called for that purpose at which a quorum is present. Any such Special Assessment shall be payable in the manner determined by the Board and the payment thereof shall be subject to interest, late charges, costs and attorney fees, shall be secured by the continuing lien established in Section 5.2 of this Article, and may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter, provided that the Board of Directors have the sole discretion to allow an Annual Maintenance Charge to be paid in monthly or quarterly installments. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter or other due date established by the Board shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate allowed by law, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge, Special Assessment or Reserve Assessment. The monthly late charge, if imposed, shall be in addition to interest.

To secure the payment of the Annual Maintenance Charge, Special Assessments, Reserve Assessments and any other sums levied hereunder (including, without limitation, interest, late fees, costs, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase of any Lot and any renewal, extension, rearrangements or refinancing thereof.

The collection of such Annual Maintenance Charge, Special Assessment, Reserve Assessment and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by recording an affidavit in the Official Public Records of Real Property of Fort Bend County, Texas, which affidavit shall be duly executed, and acknowledged by an authorized representative of the Association, and shall set forth the amount owed, the name of the Owner or Owners of the affected Lot according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charges, Special Assessments, Reserve Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as

same may be amended or revised from time to time hereafter). In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (or to such other person duly appointed by the Association to act as trustee, whether substitute, successor or otherwise) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charges, Special Assessments, Reserve Assessments and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the Official Public Records of Real Property of Fort Bend County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer.

SECTION 5.7. SUMS PAYABLE BY DECLARANT. So long as there is Class B membership in the Association, Declarant shall pay to the Association each year a sum equal to the deficiency, if any, in the operating budget of the Association for that year or, for each Lot owned on December 31st of the applicable year, an amount equal to twenty-five percent (25%) of the Annual Maintenance Charge applicable to all other Lots in the Subdivision, whichever is less. As long as there is Class B membership in the Association, Declarant shall not be obligated to pay a Special Assessment on any Lot owned by Declarant. Commencing with the assessment year next following the year in which Class B membership in the Association ceases, Declarant shall pay to the Association, in any given year, the deficiency in the operating budget or, for each Lot owned on December 31st of the applicable year, the amount of the Annual Maintenance Charge and Special Assessment, if any, applicable to all other Lots in the Subdivision, whichever is less.

If, after payment by Declarant of the sums due the Association in any particular assessment year, there remains a deficit in the operating budget of the Association, Declarant shall have the authority to loan funds to the Association under such terms and conditions that are reasonable to both Declarant and the Association (based upon then existing interest rates). Provided that, this provision shall not be construed to require Declarant to make any such loan to the Association.

SECTION 5.8. RESERVE ASSESSMENT. Upon the first sale of a Lot by Declarant to any person or entity other than a Builder, and upon each sale of the Lot thereafter, other than a sale resulting from the foreclosure of a Mortgage that is superior to the continuing lien created for the benefit of the Association pursuant to Sections 5.2 and 5.6 of this Article, the purchaser of the Lot shall pay $100.00 to the Association (such sum being referred to herein as the "Reserve

Assessment"). The Reserve Assessment shall be due and payable at closing or on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed, whichever occurs earlier. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default shall bear interest at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid. All Reserve Assessments collected by the Association shall be used by the Association for making capital improvements, repairing or refurbishing the Common Areas, and/or establishing reserve accounts for those purposes. Reserve assessments shall not be used by the Association for normal operating expenses. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of Annual Maintenance Charge and Special Assessments pursuant to this Article V. Notwithstanding the foregoing provisions, no Reserve Assessment shall be due upon the sale of a Lot by Declarant to a Builder.

SECTION 5.9. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments, Reserve Assessments and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.10. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot that is superior to the continuing lien created for the benefit of the Association pursuant to Sections 5.2 and 5.6 of this Article, the purchaser at the foreclosure sale shall not be responsible for Annual Maintenance Charges, Special Assessments, Reserve Assessments or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for Annual Maintenance Charges, Special Assessments, Reserve Assessments and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 5.11. TRANSFER FEES/RESALE CERTIFICATES. The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("Transfer Fee"). A Transfer Fee shall be paid to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a Lot. The Transfer Fee shall be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association shall also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate shall be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE VI
INSURANCE; SECURITY

SECTION 6.1. GENERAL PROVISIONS. The Association shall, to the extent reasonably available, have and maintain (a) commercial general liability insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage, (b) Directors' and Officers' liability insurance in an amount determined by the Board, and (c) worker's compensation insurance on all Association employees, if any. Other insurance may be obtained if determined by the Board to be necessary or desirable. All premiums for insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling shall be responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH

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

ARTICLE VII
FIRE OR CASUALTY: REBUILDING

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling or other Improvement located thereon, the Owner of such damaged or destroyed Lot, Residential Dwelling or Improvement shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot, Residential Dwelling or Improvement and shall cause such Lot, Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvement shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, shall upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, shall have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account, secured by the lien created in Article V of this Declaration and collected in the manner provided in Article V of this Declaration. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

ARTICLE VIII
AMENDMENT, DURATION, ANNEXATION AND MERGER

SECTION 8.1. AMENDMENT. For a period of five (5) years after the date this Declaration is recorded, Declarant shall have the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not adversely affect any substantive rights of the Lot Owners. After the expiration of the five (5) year period, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Subdivision. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Fort Bend County, Texas; provided that, until the First Meeting of the Members of the Association, as provided in Section 4.4 of this Declaration, an amendment of this Declaration must also be approved in writing by Declarant. Provided further that, without the joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single Co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

SECTION 8.2. DURATION. The provisions of this Declaration shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided however, that this Declaration may be terminated on January 1, 2030, or on the commencement of any successive ten year period by filing for record in the Official Public Records of Real Property of Fort Bend County, Texas, an instrument in writing signed and acknowledged by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision.

SECTION 8.3. ANNEXATION. For a period of ten (10) years after the date this Declaration is recorded in the Official Public Records of Real Property of Fort Bend County, Texas, Declarant shall have the authority to annex additional land and subject the additional land to the provisions of this Declaration, without the consent of any other party. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration only with the consent of not less than two-thirds (2/3) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land shall be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Fort Bend County, Texas.

SECTION 8.4. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and

obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall effect any revocation, change or addition to the provisions of the Declaration.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or unenforceability or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other

loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling, or any other Improvements situated thereon.

SECTION 9.6. ENFORCEABILITY. The provisions of this Declaration shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of this Declaration or any Rules and Regulations or Architectural Guidelines adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by this Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of this Declaration or any Rules or Regulations or any Architectural Guidelines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

SECTION 9.7. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation, to recover civil damages pursuant to the Texas Property Code, to recover monetary damages caused by such violation or attempted violation, or to seek all or any combination of such relief.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Declaration on this the 24th day of February, 2006, to become effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

Westcreek Partners, Ltd.

a Texas limited partnership
By: Marcava Corporation,
its General Partner

By: Peyton Martin
Peyton Martin, President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Peyton Martin, President of Marcava Corporation, General Partner of Westcreek Partners, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of February, 2006.

LORI M PLATT
Notary Public, State of Texas
My Commission Expires
May 26, 2006

Lori M. Platt
Notary Public in and for the State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Westcreek, and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions for Westcreek.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all of the Common Area, subject to the provisions of the Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers heretofore authorized, this the 24 day of February, 2006.

NEWFIRST NATIONAL BANK

By: _____
Tom Shirley, President

ATTEST:

_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Tom Shirley, President of NewFirst National Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 24 day of February, 2006.

VERONICA A. WESNESKI
MY COMMISSION EXPIRES
January 16, 2007

_____
Notary Public in and for the State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Feb 24 02:38 PM 2006021583

EG $177.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS