

2004-028897

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**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
TEAS CROSSING**

**STATE OF TEXAS
COUNTY OF MONTGOMERY**

BE IT KNOWN that on this 18 day of March, 2004 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Triple J Development, Inc., a Louisiana corporation, and Chirbran Company, LLC, a limited liability company, both are represented herein by their duly authorized officers, and who are hereinafter collectively referred to as the "Developer" and who are the owners of the real property hereinafter described as Teas Crossing, which property is hereinafter called, "The Subdivision." The Developer by this Act imposes upon the residential lots created and reflected in the final plat of "The Subdivision" the restrictions, conditions, liens, and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-back lines, utility easements, and other dedications as is shown on the final plat of "The Subdivision", all of which, together with these restrictions, servitudes, conditions and liens, are hereinafter collectively referred to as the "Restrictions".

1. Purposes

The intent and purpose of this Act is to assure that Teas Crossing, "The Subdivision" is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The real property described herein is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein: to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision Property; as hereinafter defined to encourage and secure the erection of attractive homes thereon; with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

2. The Subdivision Property

- 2.1 The real property now owned by the Developer and referred to herein as Teas Crossing, "The Subdivision" and which is subjected to these Restrictions are the lots shown on Exhibit "A", the final plat of the subdivision, all lots having such measurements and dimensions as is shown on the Final Plat of Teas Crossing, Prepared by Bleyl & Associates, Engineers.
- 2.2 The Subdivision Property and all of the residential lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3. IMPROVEMENTS RESTRICTION

- 3.1 For the benefit of all lot owners, an Architectural Control Committee (the "Committee") is hereby created. The Committee shall have the right to approve or disapprove of any plans or specifications submitted at its sole discretion and upon the basis of any grounds, including purely aesthetic considerations. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the collective lot owners of the Subdivision. The Developer shall continue to have the sole and exclusive right to appoint the three individuals to serve on the Committee until all of the lots have been sold, or the passage of five (5) years, whichever occurs first. The Developer hereby appoints, as the initial members, J. Glenn Dupree; Chris D'Agostino; and Bryan D'Agostino. Any notices given to the Committee shall be done by certified mail, addressed to the Committee at, 3067 North Loop 336 West, Conroe, Texas 77304. These initial members shall serve until they resign or an instrument in writing signed by the Developer is filed in the appropriate records appointing a different Committee, or the lapse of five years or all lots have been sold, whichever occurs first, at which time the Committee shall be elected by a majority vote of the lot owners with each lot being entitled to one vote.
- 3.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the lot owner obtains a signed copy of the building plans approved in writing by the Committee. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of the signed reviewed plans or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee or Developer for any defects in construction, or in design, or for any other matter related thereto. The Committee and the Developer shall have no liability to any one for performing any of its duties contained herein.
- 3.3 The Committee shall approve all requests presented to the City for any waivers made by any lot owner to the City Ordinance. Any waiver granted by the City without prior approval by the Committee must nevertheless receive Committee approval.
- 3.4 The Committee shall have the right to enforce its rights contained herein by bringing a suit for injunctive relief against any lot owner who may be violating these restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a lot owner to insure that all requirements and obligations imposed herein on the lot owner are complied with, but the Committee shall be under no obligation to bring such action.
- 3.5 All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned marked "approved" or "disapproved" and the Committee shall retain one copy.
- 3.6 Landscaping of front yards is required. Additionally, corner lots are required to landscape the side yard facing the side street. Landscape plans shall obtain Committee approval prior to installation. Landscaping shall be installed immediately upon completion of construction of a home on a lot in the subdivision. Required landscaping shall include sodding the front yard with centipede (or the equivalent); and sufficient shrubbery for front yards, courtyards and utility installment.
- 3.7 No owner shall occupy or use his property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee.

- 3.8 The minimum square footage requirement for residences in Teas Crossing is 1,800 square feet of living area, which is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height, and all two-story homes shall have a minimum of 1,000 square feet of living area in the ground floor. At least 51% of the exterior walls on each residence constructed shall consist of brick, stone, or stucco type material, and in all cases the material construction for the exterior of the residences must be approved by the Committee.
- 3.9 Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with an automatic door opener. All garage doors must meet Committee approval and cannot consist of a material composed of fiberboard or particle type board material. No garage apartments shall be permitted. All driveways shall be constructed of concrete pavement or brick.
- 3.10 Electric service along with other utilities servicing each residence must be underground and no outside lines, television, antennas, satellites dishes, above ground improvements or mechanical devices will be allowed without Committee written approval.
- 3.11 No living area improvements or accessory building improvements shall be built closer than the building set back lines and side yard requirements as shown on the final plat of the Subdivision.
- 3.12 No fence shall be erected any closer to the front of a lot than the front of the home being built but in no event closer than the front set back line as shown on the final plat of the Subdivision. All fencing material shall be of wood, brick, stucco or wrought iron, unless otherwise approved in writing by the Committee.
- 3.13 Exterior colors, including siding; trim, brick and roof must be approved by the Committee. Changes to exterior colors must also be first approved by the Committee.
- 3.14 Roof pitches and roof material shall meet Committee approval. All roofs shall have Architectural Shingles or greater. At least 50% of the ground floor ceiling shall not be less than nine (9) feet in height, unless otherwise approved by the Committee.
- 3.15 All lots are to be graded and provide for drainage in accordance with the drainage as approved by the City. The Developer shall not be responsible for any improper grading of any lot which may interfere with or change the drainage as set forth in the approved plans of the Subdivision.
- 3.16 Fireplace flues and chimneys shall be brick, stucco, stone, or hardy plank and must have Committee approval.
- 3.17 Foundations shall be designated by the builder, designer or architect for each home, and the Committee's approval of construction plans and specifications is limited to only appearance and not structural design or engineering. The Developer and the Committee shall have no liability to insure that plans and specifications meet applicable building code requirements. All reviews by the Committee are only for purposes of reviewing to insure compliance with these restrictions and no other purposes. The Developer does not warrant soil conditions. City Regulations and building codes should be obtained and carefully reviewed for slab elevation requirements and other building requirements.
- 3.18 Window air conditioning units are not permitted. All residences shall have central heat and air conditioning systems.
- 3.19 All air conditioning compressors and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval.
- 3.20 Each residence shall be required to locate a single mailbox, address plate as designated by the Committee. The Committee has approved the attached detail. No outside basketball goals shall be placed in the front yards of any residence.
- 3.21 No fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved by the Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the Committee.
- 3.22 No detached structure or servant's quarters may be constructed without prior written approval of the Committee, and then such improvements must conform in every respect, including material, with the exterior construction of the residence itself.

- 3.23 The exterior construction of any building started must be completed within six (6) calendar months following pouring of the foundation for that building unless the committee has extended this time in writing.

4. COVENANTS FOR MAINTENANCE, ASSESSMENTS AND PROPERTY OWNERS ASSOCIATION

- 4.1 The Committee shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the subdivision and to hold title to and maintain any common areas, including but not limited to the detention pond, which is described on the final plat as Reserve A of Section 1 of Teas Crossing, and for such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the owners of lots in Teas Crossing including any other sections, which subsequently may be developed on this tract or adjacent land. The name of the association shall be Teas Crossing Property Owner's Association. Each Lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. A Board of Directors of at least three (3) people shall govern the Association and the Developer shall name and select the initial member of the Board of Directors. The initial board of Directors shall serve for a term of ten (10) years or until all the Developers properties have been sold, whichever occurs first or at the Developers sole option.

The Association may adopt such By-Laws, Rules and Regulations as it deems appropriate and which are consistent with these restrictions.

The Developer shall be a member of the Association if it owns legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

Each Lot shall be subject to an annual maintenance charge of \$375 to be used for the purpose of maintaining all common areas, green areas at the entry way for the Subdivision, keeping the detention pond maintained and the grass cut, paying ad valorem taxes on any common areas, costs of administration of the fund and to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Teas Crossing. The amount of the annual assessment shall never be in an amount greater than the actual expenses incurred or projected to be incurred to accomplish the duties set forth herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the Lots in TEAS CROSSING are sold by Deed or Contract or until September 30, 2011, whichever comes first, or at any earlier time if Developer so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge of \$375 per lot shall be paid annually in advance January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Developer, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Developer. During the time that such fund is administered by the Developer, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty (20%) percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for

reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. If one owner owns 2 lots, he will only be required to pay one maintenance fee. However, if one owner owns more than 2 lots, he will be required to pay the maintenance fee on any additional lots.

The Developer of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Developer is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Developer and shall keep accurate records of all receipts and disbursements. In the event Developer is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Developer shall be entitled to repayment at such time as the fund is able.

- 4.2 **Enforcement of Maintenance Fee Collection.** Each such assessment not paid when due shall incur a late fee of Seventy-Five (\$75.00) Dollars or thirty percent (30%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Developer shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Developer or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.
- 4.3 **Term of Maintenance Fees.** The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.
- 4.4 **Collection after Default by Purchaser.** It is specifically stated and agreed that any Lot sold to persons or entities by the Developed by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manners and said Lot is repossessed, foreclosed or such contract canceled by Developer, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Developer. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.
- 4.5 **Transfer Fee.** A Transfer Fee of \$100.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.
- 4.6 Lot owners shall keep their respective lots mowed and free of noxious weed and debris. Any lot owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the necessary maintenance and mowing of that lot along with reasonable attorneys fees and all cost of collections and litigation costs, if necessary, and suit is brought by the Committee.

5. General Covenants, Obligations and Restrictions

- 5.1 Various servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat of the Subdivision Property. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes or easements. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is

- responsible. A lot owner shall not impede or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.
- 5.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size, such as Realtor signs, advertising the property for sale.
 - 5.3 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in the residence. Household pets shall not roam freely, nor shall they be of kind, disposition, or number that would create a nuisance.
 - 5.4 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.
 - 5.5 No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction, thereof shall be observed.
 - 5.6 No trailer, motor home, RV, camper, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
 - 5.7 The keeping of a mobile home, camper, recreational vehicle or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No large trucks (18 wheel type rigs), campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Visitors may park automobiles on the street and in driveways. Any RV or other type of recreational vehicle shall be allowed to be parked to the rear of the lot if a facility approved by the Committee has been constructed to house such vehicle.
 - 5.8 Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs as necessary.
 - 5.9 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
 - 5.10 The Developer and the Committee does not warrant the soil conditions or the suitability of any building site on any lot in the Subdivision. The Developer and Committee makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on any lot in the Subdivision property, nor do they warrant that any of the property is located in a particular "flood zone" which may or may not require flood insurance by any lender or mortgagee lending money and taking as security for such loans, a mortgage, lien, privilege, security interest, or deed of trust on the lot in the subdivision. It is further understood and agreed that the purchaser of each lot in this Subdivision accepts title to the lot knowing that the Developer and the Committee has not warranted any of the matters set forth herein and understand and agree that each purchaser of a lot shall have the obligation to perform its own inspections and due diligence to determine the suitability of the soil conditions, flood conditions, flood elevations, slab elevations, and any other matters relating to the suitability of building a residence and/or for placement of a foundation for the building of a residence on a lot. The Developer and the Committee shall have no liability for any such matters or any such deficiencies.

6. Miscellaneous Provisions.

- 6.1 These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that the Developer agrees to the revocations or amendment for so long as the Developer owns any lots in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners has been recorded in the Office of the Clerk of Montgomery or at such other place where these restrictions are recorded.

- 6.2 If the Developer or any lot owner in Subdivision or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning a lot in the Subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these restrictions, and to prevent him or them from so doing and collect other costs including reasonable attorney fees for bringing an action to stop such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek injunctive relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The Committee shall also have a right, but not an obligation to bring an action to stop a violation of these restrictions.
- 6.3 In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid or any part of hereof deemed unenforceable, such event or judgment shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.
- 6.4 Notwithstanding the provision set forth in Paragraph 6.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive rights until the Developer no longer owns any lots in the Subdivision to amend this Act of Restrictions one or more times and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer. An amendment shall be in writing and shall be effective when filed for registry in the official records of the Clerk of Court for Montgomery County Texas. Upon the filing of an act of amendment, the lots described in this Act and the lots described in an amendment shall constitute a single Subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.

THUS DONE AND SIGNED before me Notary, and the subscribing witnesses hereto in Conroe, Texas on the 18 day of March, 2004.

Witnesses:

[Signature]
[Signature]

Triple J Development, Inc.
 by: [Signature]

Chriban Company, LLC
 by: [Signature]

[Signature]
 Notary Public



Chriban Co, LLC
 206-A S. Loop 336 W #211
 Conroe, Tx 77304

FILED FOR RECORD

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2004 MAR 18 PM 3:20

Mark Turball
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

MAR 18 2004



Mark Turball
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

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AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
TEAS CROSSING**

STATE OF TEXAS

COUNTY OF MONTGOMERY

BE IT KNOWN that on this 13th day of JANUARY, 2003 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

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1. Purposes

The intent and purpose of this Act is to assure that Teas Crossing, "The Subdivision" is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The real property described herein is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein: to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision Property; as hereinafter defined to encourage and secure the erection of attractive homes thereon; with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

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- 3.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the lot owner obtains a signed copy of the building plans approved in writing by the Committee. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of the signed reviewed plans or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee or Developer for any defects in construction, or in design, or for any other matter related thereto. The Committee and the Developer shall have no liability to any one for performing any of its duties contained herein.
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- 3.7 No owner shall occupy or use his property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee.

- 3.8 The minimum square footage requirement for residences in Teas Crossing is 2,250 square feet of living area, which is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height, and all two-story homes shall have a minimum of 1,400 square feet of living area in the ground floor. At least 51% of the exterior walls on each residence constructed shall consist of brick, stone, or stucco type material, and in all cases the material construction for the exterior of the residences must be approved by the Committee.
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- 3.12 No fence shall be erected any closer to the front of a lot than the front of the home being built but in no event closer than the front set back line as shown on the final plat of the Subdivision. All fencing material shall be of wood, brick, stucco or wrought iron, unless otherwise approved in writing by the Committee.
- 3.13 Exterior colors, including siding; trim, brick and roof must be approved by the Committee. Changes to exterior colors must also be first approved by the Committee.
- 3.14 Roof pitches and roof material shall meet Committee approval. All roofs shall have Architectural Shingles or greater. At least 50% of the ground floor ceiling shall not be less than nine (9) feet in height, unless otherwise approved by the Committee.
- 3.15 All lots are to be graded and provide for drainage in accordance with the drainage as approved by the City. The Developer shall not be responsible for any improper grading of any lot which may interfere with or change the drainage as set forth in the approved plans of the Subdivision.
- 3.16 Fireplace flues and chimneys shall be brick, stucco, stone, or hardy plank and must have Committee approval.
- 3.17 Foundations shall be designated by the builder, designer or architect for each home, and the Committee's approval of construction plans and specifications is limited to only appearance and not structural design or engineering. The Developer and the Committee shall have no liability to insure that plans and specifications meet applicable building code requirements. All reviews by the Committee are only for purposes of reviewing to insure compliance with these restrictions and no other purposes. The Developer does not warrant soil conditions. City Regulations and building codes should be obtained and carefully reviewed for slab elevation requirements and other building requirements.
- 3.18 Window air conditioning units are not permitted. All residences shall have central heat and air conditioning systems.
- 3.19 All air conditioning compressors and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval.
- 3.20 Each residence shall be required to locate a single mailbox, address plate as designated by the Committee. The Committee has approved the attached detail. No outside basketball goals shall be placed in the front yards of any residence.
- 3.21 No fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved by the Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the Committee.

- 3.22 No detached structure or servant's quarters may be constructed without prior written approval of the Committee, and then such improvements must conform in every respect, including material, with the exterior construction of the residence itself.
- 3.23 The exterior construction of any building started must be completed within six (6) calendar months following pouring of the foundation for that building unless the committee has extended this time in writing.

4. COVENANTS FOR MAINTENANCE, ASSESSMENTS AND PROPERTY OWNERS ASSOCIATION

- 4.1 The Committee shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the subdivision and to hold title to and maintain any common areas, including but not limited to the detention pond, which is described on the final plat as Reserve A of Section 1 of White Oak Landing, and for such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the Owners of Lots in Teas Crossing including any other sections, which subsequently may be developed on this tract or adjacent land. The name of the association shall be Teas Crossing Property Owner's Association. Each Lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. A Board of Directors of at least three (3) people shall govern the Association and the Developer shall name and select the initial member of the Board of Directors. The initial board of Directors shall serve for a term of ten (10) years or until all the Developers properties have been sold, whichever occurs first or at the Developers sole option.

The Association may adopt such By-Laws, Rules and Regulations as it deems appropriate and which are consistent with these restrictions.

The Developer shall be a member of the Association if it owns legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

Each Lot shall be subject to an annual maintenance charge of \$375 to be used for the purpose of maintaining all common areas, green areas at the entry way for the Subdivision, keeping the detention pond maintained and the grass cut, paying ad valorem taxes on any common areas, costs of administration of the fund and to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Teas Crossing. The amount of the annual assessment shall never be in an amount greater than the actual expenses incurred or projected to be incurred to accomplish the duties set forth herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the Lots in TEAS CROSSING are sold by Deed or Contract or until September 30, 2011, whichever comes first, or at any earlier time if Developer so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge of \$375 per lot shall be paid annually in advance January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Developer, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Developer. During the time that such fund is administered by the Developer, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty (20%) percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules

and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. If one owner owns 2 lots, he will only be required to pay one maintenance fee. However, if one owner owns more than 2 lots, he will be required to pay the maintenance fee on any additional lots.

The Developer of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Developer is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Developer and shall keep accurate records of all receipts and disbursements. In the event Developer is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Developer shall be entitled to repayment at such time as the fund is able.

- 4.2 Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Seventy-Five (\$75.00) Dollars or thirty percent (30%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Developer shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Developer or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.
- 4.3 Term of Maintenance Fees. The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.
- 4.4 Collection after Default by Purchaser. It is specifically stated and agreed that any Lot sold to persons or entities by the Developed by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manners and said Lot is repossessed, foreclosed or such contract canceled by Developer, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Developer. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.
- 4.5 Transfer Fee. A Transfer Fee of \$100.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.
- 4.6 Lot owners shall keep their respective lots mowed and free of noxious weed and debris. Any lot owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the necessary maintenance and mowing of that lot along with reasonable attorneys fees and all cost of collections and litigation costs, if necessary, and suit is brought by the Committee.

5. General Covenants, Obligations and Restrictions

- 5.1 Various servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat of the Subdivision Property. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes or easements. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.
- 5.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size, such as Realtor signs, advertising the property for sale.
- 5.3 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in the residence. Household pets shall not roam freely, nor shall they be of kind, disposition, or number that would create a nuisance.
- 5.4 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.
- 5.5 No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction, thereof shall be observed.
- 5.6 No trailer, motor home, RV, camper, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- 5.7 The keeping of a mobile home, camper, recreational vehicle or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No large trucks (18 wheel type rigs), campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Visitors may park automobiles on the street and in driveways. Any RV or other type of recreational vehicle shall be allowed to be parked to the rear of the lot if a facility approved by the Committee has been constructed to house such vehicle.
- 5.8 Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs as necessary.
- 5.9 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
- 5.10 The Developer and the Committee does not warrant the soil conditions or the suitability of any building site on any lot in the Subdivision. The Developer and Committee makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on any lot in the Subdivision property, nor do they warrant that any of the property is located in a particular "flood zone" which may or may not require flood insurance by any lender or mortgagee lending money and taking as security for such loans, a mortgage, lien, privilege, security interest, or deed of trust on the lot in the subdivision. It is further understood and agreed that the purchaser of each lot in this Subdivision accepts title to the lot knowing that the Developer and the Committee has not warranted any of the matters set forth herein and understand and agree that each purchaser of a lot shall have the obligation to perform its own inspections and due diligence to determine the suitability of the soil conditions, flood conditions, flood elevations, slab elevations, and any other matters relating to the suitability of building a residence and/or for placement of a foundation for the building of a residence on a lot. The Developer and the Committee shall have no liability for any such matters or any such deficiencies.

6. Miscellaneous Provisions.

- 6.1 These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that the Developer agrees to the revocations or amendment for so long as the Developer owns any lots in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners has been recorded in the Office of the Clerk of Montgomery or at such other place where these restrictions are recorded.
- 6.2 If the Developer or any lot Owner in Subdivision or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning a lot in the Subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these restrictions, and to prevent him or them from so doing and collect other costs including reasonable attorney fees for bringing an action to stop such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek injunctive relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The Committee shall also have a right, but not an obligation to bring an action to stop a violation of these restrictions.
- 6.3 In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid or any part of hereof deemed unenforceable, such event or judgment shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.
- 6.4 Notwithstanding the provision set forth in Paragraph 6.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive rights until the Developer no longer owns any lots in the Subdivision to amend this Act of Restrictions one or more times and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer. An amendment shall be in writing and shall be effective when filed for registry in the official records of the Clerk of Court for Montgomery County Texas. Upon the filing of an act of amendment, the lots described in this Act and the lots described in an amendment shall constitute a single Subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.

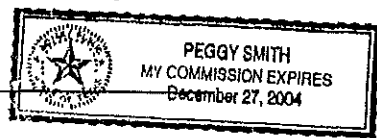
THUS DONE AND SIGNED before me Notary, and the subscribing witnesses hereto in Conroe, Texas on the day of 1-13, 2003.

Witnesses: [Signature]

Triple J Development, Inc.
by: [Signature]

Chirbran Company, LLC
by: [Signature]

[Signature]
Notary Public



230-10-2591

FILED FOR RECORD

2003 JAN 21 PM 12:05

Mark Turbell
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

JAN 21 2003



Mark Turbell

County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was
found to be inadequate for the best photogra-
phic reproduction because of illegibility, carbon
or photo copy, discolored paper, etc. All black-
outs, additions and changes were present at the
time the instrument was filed and recorded.

D'Agostino Companies
Job - A S. Loop 336 W # 211
Conroe, Tx 77304

2003-006998

**ARTICLES OF INCORPORATION
OF
TEAS CROSSING PROPERTY OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF MONTGOMERY

BE IT KNOWN, that on this ~~13th~~ day of JANUARY, 2003, before me the undersigned Notary Public in and for the County and State aforesaid, personally came and appeared the several parties of the full age of majority whose signatures are subscribed who declare, in the presence of the undersigned competent witnesses that, availing themselves of the provisions of the Texas Nonprofit Corporation law, they do hereby organize a nonprofit corporation under and in accordance with these article of incorporation as follows.

ARTICLE I

The name of this corporation is Teas Crossing Owners Association, Inc.

ARTICLE II

The corporation is organized and it shall be operated exclusively for the benefit of the owners of real property in Teas Crossing Subdivision, to take ownership of "common area" properties, the detention pond area entitled "Reserve A of Section One of Teas Crossing" on the final plat of the subdivision, to enforce deed restrictions, and for any other lawful purposes for which owners associations such as this may operate.

ARTICLE III

The corporation shall enjoy perpetual corporate existence unless sooner dissolve in accordance with law.

ARTICLE IV

The location of its registered office is 1504 League Line Road, Conroe, Texas, 77304. Its mailing address is 206-A South Loop, 336 West, #211, Conroe, Texas, 77304.

ARTICLE V

The name and address of its registered agents is as follows:

Bryan D'Agostino

1504 League Line Road
Conroe, Texas 77304

ARTICLE VI

This corporation shall be a nonprofit corporation and shall have no corporate stock. It shall be operated and maintained by such membership dues and assessments as the board of directors shall determine to be necessary or acceptable for the proper functioning of the corporation and to provide for the maintenance of common areas, liability insurance for any areas owned by this association, and other purposes set forth in the deed restrictions of Teas Crossing Subdivision. Under no circumstances shall any of the net earnings or assets of the corporation insure or be distributed to the benefit of its members, directors, officers, or other private persons. The corporation shall neither participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by the corporation exempt from Federal income tax under section 501(c)(3) of the internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VII

Upon the dissolution of the corporation, the Board of Directors, shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

The amount of the levy and the method of collection of fees, dues and/or assessments shall be fixed by the Board of Directors from time to time. Voting privileges shall be suspended for failure to pay fees, dues, and/or assessments after reasonable notice from the Board of Directors, provided however, that all assessments unpaid shall result in a lien upon the lot as provided in the deed restrictions for Teas Crossing Subdivision when filed.

ARTICLE IX

A member may vote personally or by proxy appointed in writing.

ARTICLE X

The powers of this corporation shall be exercised by a Board of Directors, which shall consist of at least three (3) members but not more than five (5) in good standing of the corporation to be elected or chosen as follows:

- (a) There shall be one (1) director chosen by the President of the corporation.
- (b) The remaining directors(s) shall be elected by the membership of the corporation at the annual meeting of the corporation provided that the provisions in the deed restrictions of Teas Crossing Subdivision shall control with regard to the initial Directors and Officers. The Board of Directors shall elect a President, Vice-President, and Secretary from the Board's membership annually to serve until the next Board shall be duly elected as herein provided.

ARTICLE XI

The annual meeting of the voting members of the corporation shall be held on the 1st (first) Monday of the month of January, or in the event that date is a legal holiday, on the next day thereafter which is not a legal holiday. It shall be the duty of the President, and upon his or her failure or neglect, then of the Secretary or any officer or member, to mail notices at least ten (10) days prior to this annual meeting to all members entitled to be present. Provided, however, that the Board of Directors may by two-thirds (2/3) vote elect to conduct the business of the association by mail ballot in lieu of any annual meeting. Provided further, however, that if fifty percent (50%) or more of the members of the corporation demand in writing, served on the President of the corporation, that another meeting be held, then the President shall take such steps as are necessary to hold another meeting not more than forty-five (45) days from the date of the receipt of such notice but not sooner than ten (10) days from such receipt of such notice.

THUS DONE AND PASSED before me, in CONROE, Texas on the day, month, and year first above written, in the presence of the undersigned competent witnesses, residing in the 13th day of JANUARY 2003, after due reading of the whole.

WITNESSES:

[Signature]

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

INCORPORATORS:

[Signature]
BRYAN D'AGOSTINO

[Signature]
CHRIS D'AGOSTINO

[Signature]
J. GLENN DUPRÉE

[Signature]

NOTARY PUBLIC



D'Agostino Companies
Job-A S. Loop 336 W#211
Conroe, Tx 77304

FILED FOR RECORD

2003 JAN 21 PM 12:05

[Signature]
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JAN 21 2003



[Signature]
County Clerk
Montgomery County, Texas

098-10-0883

2002-065455

54

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
TEAS CROSSING**

STATE OF TEXAS

COUNTY OF MONTGOMERY

BE IT KNOWN that on this 20th day of JUNE, 2002 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Trible J Development, Inc., a Louisiana Corporation, and Christina Community, LLC, a limited liability company, both are represented herein by their duly authorized officers, and who are hereinafter collectively referred to as the "Developer" and who are the owners of the real property hereinafter described as Teas Crossing, which property is hereinafter called, "The Subdivision." The Developer by this Act imposes upon the residential lots created and reflected in the final plat of "The Subdivision" the restrictions, conditions, liens, and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-back lines, utility easements, and other dedications as is shown on the final plat of "The Subdivision", all of which, together with these restrictions, servitudes, conditions and liens, are hereinafter collectively referred to as the "Restrictions".

1. Purposes

The intent and purpose of this Act is to assure that Teas Crossing, "The Subdivision" is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The real property described herein is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein: to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision Property; as hereinafter defined to encourage and secure the erection of attractive homes thereon; with appropriate locations of the homes on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

2. The Subdivision Property

- 2.1 The real property now owned by the Developer and referred to herein as Teas Crossing, "The Subdivision" and which is subjected to these Restrictions are the lots shown on Exhibit "A", the final plat of the subdivision, all lots having such measurements and dimensions as is shown on the Final Plat of Teas Crossing, Prepared by Geomatics, L.L.C., Engineers and Land Surveyors.
- 2.2 The Subdivision Property and all of the residential lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.
- 2.3 The Developer currently owns property adjacent to this subdivision and may add, from time to time, additional property to the subdivision and impose that property so added to these restrictions. When additional property is added the Developer shall simply file an affidavit identifying the property by lots that are being added to the Subdivision. In such affidavit, the Developer may impose additional restrictions in addition to the restrictions set forth hereinafter or modify these to the extent so stated in the affidavit.

098-10-0884

3. IMPROVEMENTS RESTRICTION

- 3.1 For the benefit of all lot owners, an Architectural Control Committee (the "Committee") is hereby created. The Committee shall have the right to approve or disapprove of any plans or specifications submitted at its sole discretion and upon the basis of any grounds, including purely aesthetic considerations. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the collective lot owners of the Subdivision. The Developer shall continue to have the sole and exclusive right to appoint the three individuals to serve on the Committee until all of the lots have been sold, or the passage of ten (10) years, whichever occurs first. The Developer hereby appoints, as the initial members, J. Glenn Dupree, Chris D'Agostino, and Patrick Johnson. Any notices given to the Committee shall be done by certified mail, addressed to the Committee at, 1504 League Line Rd, Conroe, Texas 77304. These initial members shall serve until they resign or an instrument in writing signed by the Developer is filed in the appropriate records appointing a different Committee, or the lapse of ten (10) years or all lots have been sold, whichever occurs first, at which time the Committee shall be elected by a majority vote of the lot owners with each lot being entitled to one vote.
- 3.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the lot owner obtains a signed copy of the building plans approved in writing by the Committee. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of the signed reviewed plans or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee or Developer for any defects in construction, or in design, or for any other matter related thereto. The Committee and the Developer shall have no liability to any one for performing any of its duties contained herein.
- 3.3 The Committee shall approve all requests presented to the City for any waivers made by any lot owner to the City Ordinance. Any waiver granted by the City without prior approval by the Committee must nevertheless receive Committee approval.
- 3.4 The Committee shall have the right to enforce its rights contained herein by bringing a suit for injunctive relief against any lot owner who may be violating these restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a lot owner to insure that all requirements and obligations imposed herein on the lot owner are complied with, but the Committee shall be under no obligation to bring such action.
- 3.5 All building plans and specifications shall be submitted in duplicate to the Committee. One copy shall be returned marked "approved" or "disapproved" and the Committee shall retain one copy.
- 3.6 Landscaping of front yards is required. Additionally, corner lots are required to landscape the side yard facing the side street. Landscape plans shall obtain Committee approval prior to installation. Landscaping shall be installed immediately upon completion of construction of a home on a lot in the subdivision. Required landscaping shall include sodding the front yard with centipeds (or the equivalent); and sufficient shrubbery for front yards, courtyards and utility installment.
- 3.7 No owner shall occupy or use his property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee.
- 3.8 The minimum square footage requirement for residences in Teas Crossing is 2,250 square feet of living area, which is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height, and all two-story homes shall have a minimum of 1,400 square feet of living area in the ground floor. At least 51% of the exterior walls on each residence constructed shall consist of brick, stone, stucco or hardy plank type material, and in all cases the material construction for the exterior of the residences must be approved by the Committee.

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- 3.9 Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with an automatic door opener. All garage doors must meet Committee approval and cannot consist of a material composed of fiberboard or particle type board material. No garage apartments shall be permitted for rental and any other detached living quarters must conform to the exterior construction of the residence itself and shall receive Architectural Control Committee approval. Garage apartments and other detached living quarters are to be occupied by immediate family members or parents only. No construction shall be constructed for rental to non-family persons. All driveways shall be constructed of concrete pavement or brick.
- 3.10 Electric service along with other utilities servicing each residence must be underground and no outside lines, television, antennas, satellites dishes, above ground improvements or mechanical devices will be allowed without Committee written approval.
- 3.11 No living area improvements or accessory building improvements shall be built closer than the building set back lines and side yard requirements as shown on the final plat of the Subdivision.
- 3.12 No fence shall be erected any closer to the front of a lot than the front of the home being built but in no event closer than the front set back line as shown on the final plat of the Subdivision. All fencing material shall be of wood, brick, stucco or wrought iron, unless otherwise approved in writing by the Committee.
- 3.13 Exterior colors, including siding; trim, brick and roof must be approved by the Committee. Changes to exterior colors must also be first approved by the Committee.
- 3.14 Roof pitches and roof material shall meet Committee approval. All roofs shall have Architectural Shingles or greater. At least 50% of the ground floor ceiling shall not be less than nine (9) feet in height, unless otherwise approved by the Committee.
- 3.15 All lots are to be graded and provide for drainage in accordance with the drainage as approved by the City. The Developer shall not be responsible for any improper grading of any lot which may interfere with or change the drainage as set forth in the approved plans of the Subdivision.
- 3.16 Fireplace flues and chimneys shall be brick, stucco, stone, or hardy plank and must have Committee approval.
- 3.17 Foundations shall be designated by the builder, designer or architect for each home, and the Committee's approval of construction plans and specifications is limited to only appearance and not structural design or engineering. The Developer and the Committee shall have no liability to insure that plans and specifications meet applicable building code requirements. All reviews by the Committee are only for purposes of reviewing to insure compliance with these restrictions and no other purposes. The Developer does not warrant soil conditions. City Regulations and building codes should be obtained and carefully reviewed for slab elevation requirements and other building requirements.
- 3.18 Window air conditioning units are not permitted. All residences shall have central heat and air conditioning systems.
- 3.19 All air conditioning compressors and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval.
- 3.20 Each residence shall be required to locate a single mailbox, address plate as designated by the Committee. The Committee has approved the attached detail. No outside basketball goals shall be placed in the front yards of any residence.
- 3.21 No fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved by the Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the Committee.
- 3.22 The exterior construction of any building started must be completed within six (6) calendar months following pouring of the foundation for that building unless the committee has extended this time in writing.

4. General Covenants, Obligations and Restrictions

- 4.1 Various servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat of the Subdivision Property. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage

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- channels in the servitudes or easements. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.
- 4.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size, such as Realtor signs, advertising the property for sale.
 - 4.3 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in the residence. Household pets shall not roam freely, nor shall they be of kind, disposition, or number that would create a nuisance.
 - 4.4 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners
 - 4.5 No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction, thereof shall be observed.
 - 4.6 No trailer, motor home, RV, camper, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
 - 4.7 The keeping of a mobile home, camper, recreational vehicle or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited unless a separate structure is constructed with approval of the Committee to house such vehicle as provided below. No large trucks (18 wheel type rigs), campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Visitors may park automobiles on the street and in driveways. Any RV or other type of recreational vehicle shall be allowed to be parked to the rear of the lot if a facility approved by the Committee has been constructed to house such vehicle.
 - 4.8 Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs as necessary.
 - 4.9 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
 - 4.10 The Developer and the Committee does not warrant the soil conditions or the suitability of any building site on any lot in the Subdivision. The Developer and Committee makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on any lot in the Subdivision property, nor do they warrant that any of the property is located in a particular "flood zone" which may or may not require flood insurance by any lender or mortgagee lending money and taking as security for such loans, a mortgage, lien, privilege, security interest, or deed of trust on the lot in the subdivision. It is further understood and agreed that the purchaser of each lot in this Subdivision accepts title to the lot knowing that the Developer and the Committee has not warranted any of the matters set forth herein and understand and agree that each purchaser of a lot shall have the obligation to perform its own inspections and due diligence to determine the suitability of the soil conditions, flood conditions, flood elevations, slab elevations, and any other matters relating to the suitability of building a residence and/or for placement of a foundation for the building of a residence on a lot. The Developer and the Committee shall have no liability for any such matters or any such deficiencies.

5. Miscellaneous Provisions.

- 5.1 These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that the Developer agrees to the revocations or amendment for so long as the Developer owns any lots in the Subdivision or properties to be added to these restrictions. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners

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has been recorded in the Office of the Clerk of Montgomery or at such other place where these restrictions are recorded.

- 5.2 If the Developer or any lot Owner in Subdivision or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning a lot in the Subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these restrictions, and to prevent him or them from so doing and collect other costs including reasonable attorney fees for bringing an action to stop such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek injunctive relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The Committee shall also have a right, but not an obligation to bring an action to stop a violation of these restrictions.
- 5.3 In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid or any part of hereof deemed unenforceable, such event or judgment shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.
- 5.4 Notwithstanding the provision set forth in Paragraph 5.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive rights until the Developer/Builder no longer owns any lots in the Subdivision to amend this Act of Restrictions one or more times and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer. An amendment shall be in writing and shall be effective when filed for registry in the official records of the Clerk of Court for Montgomery County Texas. Upon the filing of an act of amendment, the lots described in this Act and the lots described in an amendment shall constitute a single Subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.
- 5.5 After all lots have been transferred and sold and adjacent property owned by the Developer has been sold or added to these restrictions and those lots sold are no longer owned by the Developer or Builder, the owners of residences or lots in this subdivision agree to take over and maintain the entryway and any landscaping of such, and they shall not hold the Developer or Builder responsible for such maintenance.

THUS DONE AND SIGNED before me Notary, and the subscribing witnesses hereto in Conroe, Texas on the 20th day of MAR, 2002.

Witnesses:

Ken Bond

Triple J Development, Inc.

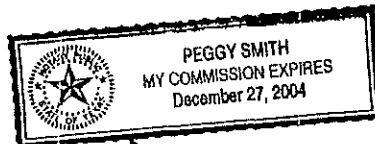
by: [Signature]

Chirbran Company, LLC

by: [Signature]

[Signature]

Notary Public



Return to:
Chicago Title,
3832 Hwy 105 West
West Davis,
Suite 110
Conroe TX, 77304

098-10-0888

FILED FOR RECORD

2002 JUL -1 AM 8:44

Mark Tubball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County Texas.

JUL - 1 2002



Mark Tubball
County Clerk
Montgomery County, Texas

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
CANYON CREEK**

**STATE OF TEXAS
COUNTY OF MONTGOMERY**

BE IT KNOWN that on this 5th day of May, 2004 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Summergate, Ltd., a Texas limited partnership, is represented herein by its duly authorized officers, who are hereinafter collectively referred to as the "Developer" and who have been contracted by #1 Superior Mortgage Lending, LP as the "Owner" of the real property hereinafter described as Canyon Creek, which property is hereinafter called, "The Subdivision." The Developer by this Act imposes upon the residential lots created and reflected in the final plat of "The Subdivision" the restrictions, conditions, liens, and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-back lines, utility easements, and other dedications as is shown on the final plat of "The Subdivision", all of which, together with these restrictions, servitudes, conditions and liens, are hereinafter collectively referred to as the "Restrictions".

1. Purposes

The intent and purpose of this Act is to assure that Canyon Creek, "The Subdivision" is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The real property described herein is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein: to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision Property; as hereinafter defined to encourage and secure the erection of attractive homes thereon; with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

2. The Subdivision Property

- 2.1 The real property now owned by #1 Superior Mortgage Lending, LP which has contracted with the Developer and referred to herein as Canyon Creek, "The Subdivision" and which is subjected to these Restrictions are the lots shown on Exhibit "A", the final plat of the subdivision, all lots having such measurements and dimensions as is shown on the Final Plat of Canyon Creek, Prepared by Bleyl & Associates, Engineers.
- 2.2 The Subdivision Property and all of the residential lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3. IMPROVEMENTS RESTRICTION

- 3.1 For the benefit of all lot owners, an Architectural Control Committee (the "Committee") is hereby created. The Committee shall have the right to approve or disapprove of any plans or specifications submitted at its sole discretion and upon the basis of any grounds, including purely aesthetic considerations. The decision of the Committee, in the event of any dispute or controversy regarding the

interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of two (2) members who shall be appointed by the Developer until such time as the Developer releases control to the collective lot owners of the Subdivision. The Developer shall continue to have the sole and exclusive right to appoint the three individuals to serve on the Committee until all of the lots have been sold, or the passage of five (5) years, whichever occurs first. The Developer hereby appoints, as the initial members, Brian Atlas, and Marcia Feldt Bates. Any notices given to the Committee shall be done by certified mail, addressed to the Committee at, P. O. Box 455, Montgomery, Texas 77356. These initial members shall serve until they resign or an instrument in writing signed by the Developer is filed in the appropriate records appointing a different Committee, or the lapse of five years or all lots have been sold, whichever occurs first, at which time the Committee shall be elected by a majority vote of the lot owners with each lot being entitled to one vote.

- 3.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the lot owner obtains a signed copy of the building plans approved in writing by the Committee. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of the signed reviewed plans or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee, Developer or Owner for any defects in construction, or in design, or for any other matter related thereto. The Committee, Developer and Owner shall have no liability to any one for performing any of its duties contained herein.
- 3.3 The Committee shall approve all requests presented to the City for any waivers made by any lot owner to the City Ordinance. Any waiver granted by the City without prior approval by the Committee must nevertheless receive Committee approval.
- 3.4 The Committee shall have the right to enforce its rights contained herein by bringing a suit for injunctive relief against any lot owner who may be violating these restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a lot owner to insure that all requirements and obligations imposed herein on the lot owner are complied with, but the Committee shall be under no obligation to bring such action.
- 3.5 All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned marked "approved" or "disapproved" and the Committee shall retain one copy.
- 3.6 Landscaping of front yards is required. Additionally, corner lots are required to landscape the side yard facing the side street. Landscape plans shall obtain Committee approval prior to installation. Landscaping shall be installed immediately upon completion of construction of a home on a lot in the subdivision. Required landscaping shall include sodding the front yard with centipede (or the equivalent); and sufficient shrubbery for front yards, courtyards and utility installment.
- 3.7 No owner shall occupy or use his property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee.
- 3.8 The minimum square footage requirement for residences in Canyon Creek is 1,600 square feet of living area, which is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height. At least 75% of the exterior walls on each residence constructed shall consist of brick, stone, hardy plank or like siding, or stucco type material, and in all cases the material construction for the exterior of the residences must be approved by the Committee.
- 3.9 Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed. All garage doors must meet Committee approval and cannot consist of a material composed of fiberboard or particle type board material. No garage apartments shall be permitted. All driveways shall be constructed of concrete pavement, brick, or equal.
- 3.10 Electric service along with other utilities servicing each residence must be underground and no outside lines, television, antennas, satellites dishes, above ground improvements or mechanical devices will be allowed without Committee written approval.

The Homeowners Association shall consist of all of the Owners of Lots in Canyon Creek including any other sections, which subsequently may be developed on this tract or adjacent land. The name of the association shall be Canyon Creek Course Homeowners Association, Inc. Each Lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. A Board of Directors of at least three (3) people shall govern the Association and the Developer shall name and select the initial member of the Board of Directors. The initial board of Directors shall serve for a term of ten (10) years or until all the Owner's properties have been sold, whichever occurs first or for a term of less than ten (10) years at the Developer's sole option.

The Association may adopt such By-Laws, Rules and Regulations as it deems appropriate and which are consistent with these restrictions.

The Developer shall be a member of the Association if the Owner has legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

Each Lot shall be subject to an annual maintenance charge of \$250 to be used for the purpose of maintaining all common areas, green areas at the entry way for the Subdivision, keeping the detention pond maintained and the grass cut, paying ad valorem taxes on any common areas, costs of administration of the fund and to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Canyon Creek. The amount of the annual assessment shall never be in an amount greater than the actual expenses incurred or projected to be incurred to accomplish the duties set forth herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the Lots in Canyon Creek are sold by Deed or Contract or until September 30, 2012, whichever comes first, or at any earlier time if Developer so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge of \$250 per lot shall be paid annually in advance January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Developer or Owner, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Developer or Owner. During the time that such fund is administered by the Developer, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty (20%) percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. If one owner owns 2 lots, he will only be required to pay one maintenance fee. However, if one owner owns more than 2 lots, he will be required to pay the maintenance fee on any additional lots.

The Developer of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Developer is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Developer and shall keep accurate records of all receipts and disbursements. In the event Developer is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Developer shall be entitled to repayment at such time as the fund is able.

- 4.2 Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Seventy-Five (\$75.00) Dollars or thirty percent (30%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Owner against whom they were assessed and

shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Developer or Owner shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Developer or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.

- 4.3 Term of Maintenance Fees. The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.
- 4.4 Collection after Default by Purchaser. It is specifically stated and agreed that any Lot sold to persons or entities by the Developer by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manners and said Lot is repossessed, foreclosed or such contract canceled by Developer or Owner, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from the Developer or Owner. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.
- 4.5 Transfer Fee. A Transfer Fee of \$100.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.
- 4.6 Lot owners shall keep their respective lots mowed and free of noxious weed and debris. Any lot owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the necessary maintenance and mowing of that lot along with reasonable attorneys fees and all cost of collections and litigation costs, if necessary, and suit is brought by the Committee.

5. General Covenants, Obligations and Restrictions

- 5.1 Various servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat of the Subdivision Property. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes or easements. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.
- 5.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size, such as Realtor signs, advertising the property for sale.
- 5.3 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in the residence. Household pets shall not roam freely, nor shall they be of kind, disposition, or number that would create a nuisance.
- 5.4 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.
- 5.5 No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction, thereof shall be observed.
- 5.6 No trailer, motor home, RV, camper, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

- 5.7 The keeping of a mobile home, camper, recreational vehicle or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No large trucks (18 wheel type rigs), campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Visitors may park automobiles on the street and in driveways. Any RV or other type of recreational vehicle shall be allowed to be parked to the rear of the lot if a facility approved by the Committee has been constructed to house such vehicle.
- 5.8 Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs as necessary.
- 5.9 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
- 5.10 The Developer, Owner or the Committee does not warrant the soil conditions or the suitability of any building site on any lot in the Subdivision. The Developer, Owner or Committee makes no warranty as to the condition of the soil or the health of any trees and/or vegetation existing and/or situated on any lot in the Subdivision property, nor do they warrant that any of the property is located in a particular "flood zone" which may or may not require flood insurance by any lender or mortgagee lending money and taking as security for such loans, a mortgage, lien, privilege, security interest, or deed of trust on the lot in the subdivision. It is further understood and agreed that the purchaser of each lot in this Subdivision accepts title to the lot knowing that the Developer, Owner and the Committee have not warranted any of the matters set forth herein and understand and agree that each purchaser of a lot shall have the obligation to perform its own inspections and due diligence to determine the suitability of the soil conditions, flood conditions, flood elevations, slab elevations, and any other matters relating to the suitability of building a residence and/or for placement of a foundation for the building of a residence on a lot. The Developer, Owner and the Committee shall have no liability for any such matters or any such deficiencies.

6. Miscellaneous Provisions.

- 6.1 These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that the Developer agrees to the revocations or amendment for so long as the Developer or Owner owns any lots in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners has been recorded in the Office of the Clerk of Montgomery or at such other place where these restrictions are recorded.
- 6.2 If the Developer, Owner or any lot Owner in Subdivision or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning a lot in the Subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these restrictions, and to prevent him or them from so doing and collect other costs including reasonable attorney fees for bringing an action to stop such violations for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek injunctive relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The Committee shall also have a right, but not an obligation to bring an action to stop a violation of these restrictions.
- 6.3 In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid or any part of hereof deemed unenforceable, such event or judgment shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.
- 6.4 Notwithstanding the provision set forth in Paragraph 6.1 pertaining to revocation or amending these restrictions, the Developer or Owner reserves the sole and exclusive rights until the Developer or Owner no longer owns any lots in the Subdivision to amend this Act of Restrictions one or more times

and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer or Owner reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate at the sole discretion of the Developer or Owner. An amendment shall be in writing and shall be effective when filed for registry in the official records of the Clerk of Court for Montgomery County Texas. Upon the filing of an act of amendment, the lots described in this Act and the lots described in an amendment shall constitute a single Subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.

THUS DONE AND SIGNED before me Notary, and the subscribing witnesses hereto in Conroe, Texas on the 5th day of May, 2004.

Witnesses:

Summergeate, Ltd.

by its General Partner, Brisa Management, LLC

Billie 5/5/04

Brian Atlas
Brian Atlas, Manager

Laura A. Johnson
Notary Public *05/05/04*

