

# ***SOUTHERN TRAILS***

HOMEOWNERS ASSOCIATION, INC.

MANAGEMENT COMPANY:

TEXAS STAR COMMUNITY MANAGEMENT, LLC  
6401 S. Custer Road, Suite 2020  
McKinney, Texas 75070  
(469) 899-1000  
(469) 533-8836 FAX

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**I.  
WELCOME TO  
SOUTHERN TRAILS  
RESIDENTIAL ASSOCIATION, INC.**

We're happy to have you as a neighbor and would like to be the first to Welcome You Home!

We are confident that the days and years ahead will be exciting and fulfilling as you enjoy your new home.

As a homeowner, you are automatically a member of Southern Trails Residential Association, Inc. and you will enjoy planned community living at its best. Some of the advantages of choosing a planned community lifestyle include: amenities and services that are shared at a low cost, the enhancement of property values and the enforcement of protective standards.

We are pleased to present you with this "Welcome Package", which has been designed to answer any questions you may have about community association life. It will explain how you may become involved in the day-to-day activities of the community. This welcome package was prepared to make reference information easily accessible. Please take your time to review its contents and keep it handy. In the event that you decide to sell your home, you will want to pass this information along to the new homeowners.

Enclosed in this package are: the Declaration, Bylaws and Articles of Incorporation which define your rights and the rights of your neighbors. Please refer to these documents when questions regarding assessments, voting rights, architectural regulations, annual meetings, insurance requirements and any other community governing concerns arise.

The "Owners Survey Form" is also enclosed in your welcome package and was designed to help us learn a little about you and enables us to maintain efficient record keeping.

Your property manager is available to answer questions relating to common area oversight, deed restriction enforcement, and architectural application.

Your accounting manager is available to answer questions relating to your HOA account, and the association's fiscal operation.

**II.**  
**HOMEOWNER'S ASSOCIATION**  
**CONCEPT**

The homeowner's association is the cornerstone of a planned residential community. The association gives continuity to the community, preserves architectural integrity and maintains the common properties. In addition, the association promotes the community concept and protects the community's property values. And in many cases, makes available recreational and other facilities that might not otherwise be affordable or available to homeowners and residents. The homeowner's association can be the vehicle for community communication and can protect and maintain the common easements and common services that exist for the benefit of each member of the association.

Automatic and mandatory homeowner's associations are part of the overall concept of residential property ownership. Purchase of the home or lot brings with it membership in the association which provides the structure for operation and management of the residential community concept. Membership includes certain mandatory obligations, financial responsibilities and commitment to abide by the use restrictions and rules of the association.

Members of the homeowner's association have two responsibilities: one to themselves and to their individually owned property, and the other to the association and the community concept. The individual responsibility requires the member to occupy, maintain and use the property in accordance with the restrictive covenants. The collective goal of the members of the homeowners association is to maintain the quality of the property and the lifestyle envisioned by the planned residential development.

**III.**  
**BOARD OF DIRECTORS**  
**AND OTHER OFFICERS**

Southern Trails Residential Association, Inc. acts through its officers and agents. The board of directors makes the policies for the association, but the officers and agents carry out these policies and administrative functions for the community. All of the officers have an affirmative obligation to act with utmost good faith towards the association and cannot deal in the funds of the property of the association to their own advantage.

**President:** The president assumes general charge of the day-to-day administration of the association. It is generally presumed that he or she will preside at all meetings of the board and the membership. The president will execute contracts, orders and other documents in the name of the association as agent.

**Vice President:** The vice president is vested with all of the powers which are required to perform the duties of the association president in the absence of the president.

**Secretary:** The secretary is responsible for keeping and maintaining a record of all meetings of the board and the membership and is the custodian for most of the office records of the association.

**Treasurer:** The treasurer is the custodian of the funds, securities and financial records of the homeowner's association.

**Registered Agent and Office:** The registered agent is a ministerial office of the association and it is an office that is required of all corporations by statute. The registered agent receives all formal service of legal papers on behalf of the homeowner's association.



**IV.**  
**DECLARATION**

## DECLARATION

The declaration of covenants, conditions and restrictions is the document or set of documents that establish the formal regulations for all of the property in the residential community. They restrict its use and govern the conduct and activity of its residents. The declaration of covenants and restrictions is the foundation document for the planned and well-ordered residential housing concept. The declaration establishes the basic rights and responsibilities for each owner, resident and guest. The restrictions and covenants grant easements and use rights to owners and guests, they provide services and privileges to residents of the community and they set the standards for maintenance and upkeep of all the property. As a member and owner, each individual must abide by the policies of the association and the conditions imposed by the restrictions.

The declaration of covenants, conditions and restrictions outlines the financial obligations of each owner and the right which each owner has to take in the affairs of the community. The recorded declaration creates the owners association and generally the organizational document of the association is attached as an exhibit or is incorporated by reference.

AFTER RECORDING RETURN TO:  
Tim Hagen  
Hagen & Parsons, P.C.  
14643 Dallas Parkway, Suite 570  
Dallas, Texas 75254

**COPY**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (herein so called) is made this 17<sup>th</sup> day of August, 2005, by CL ASHTON WOODS, L.P., a Texas limited partnership (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community with residential lots, open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, recreational facilities, trails, and other common improvements for the benefit of the community; and

**WHEREAS**, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, recreational facilities, trails, and other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

**WHEREAS**, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an owners' association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties

and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

#### ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise provide) shall have the following meanings:

(a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to Southern Trails/Pearland Residential Association, Inc., a Texas non-profit corporation or another non-profit corporation formed by Declarant, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(e) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

(f) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

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(g) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(h) "Common Properties" shall mean and refer to those certain streets, drives, street lights, street signs, traffic control devices, parkway areas, landscaped medians, landscaping improvements, plantings, screening walls, recreational facilities, trails, fencing, sprinkler systems, and easements, among other amenities, which are now or hereafter designated by the Declarant or the Board of Directors as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Properties. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(i) "Declarant" shall mean and refer to Ashton Southern Trails Joint Venture, a Texas joint venture, and its successors and assigns, if such successors and/or assigns become same by written assignment by Ashton Southern Trails Joint Venture of its rights as Declarant hereunder or by operation of law. No person or entity purchasing one or more Lots from Ashton Southern Trails Joint Venture in the ordinary course of business shall be considered as "Declarant".

(j) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(k) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(l) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(m) "Plat" shall mean and refer to the Final Plat of Southern Trails, Phase I, Section I, an addition to the City of Pearland, according to the map or plat thereof recorded as Document #2005042703 of the Deed Records of Brazoria County, Texas.

(n) "Properties" shall mean and refer to the properties subject to this Declaration as described on Exhibit "A" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

(o) "Rules and Regulations" shall have the meaning given to such term in Section 8.03 of this Declaration.

(p) "Standards and Guidelines" shall have the meaning given to such term in Section 10.02 of this Declaration.

(q) "Supplemental Declaration" shall have the meaning given to such term in Section 2.02(a) of this Declaration.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

**2.01 Existing Properties.** The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Pearland, Brazoria County, State of Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

**2.02 Additions to Properties.** Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties

and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association, as evidenced by a certificate or document execution by an officer of the Association and recorded in the Real Property Records of Brazoria County.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option [without the joinder, approval or consent of any person(s) or entity(ies)] to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (½) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated as and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**3.01 Membership.** Every Owner of a Lot shall automatically be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors may declare that an Owner is not a Member in good standing because of unpaid dues, fines, late charges, interest, legal fees, and/or any other Assessment of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such unpaid amounts are paid in full.

**3.02 Classes of Membership.** The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B. Class B Members shall be Declarant and any bona fide Owner who is engaged in the business of constructing residential dwellings on Lots for sale to consumers (individually, a "Builder" and collectively, "Builders"). Declarant shall be entitled to six (6) votes for each Lot owned by all Class B Members. Class B Members other than Declarant shall be non-voting Members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following (the "Declarant Control Period"):

- (i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (ii) when Declarant no longer owns record title to any of the Lots; or
- (iii) on the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas.



Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the twentieth (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

### **3.03 Quorum, Notice and Voting Requirements.**

(a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all eligible votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

Regular Annual Meetings. The presence, in person or by proxy, of Members entitled to cast, or of proxies entitled to cast, at least ten percent (10%) of the eligible votes of all Members of the Association, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration or as provided by the laws of the State of Texas.

Special Meetings (Meetings other than Regular Annual Meetings). The presence, in person or by proxy, of Members entitled to cast, or of proxies entitled to cast, at least fifty-one percent (51%) of the eligible votes of all Members of the Association, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws, or this Declaration or as provided by the laws of the State of Texas.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the

Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

**4.01 Members' Easements of Enjoyment.** Subject to the provisions of Section 4.03 of this Article, every Member or every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

**4.02 Title to the Common Properties.** The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Properties to Owners.

**4.03 Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;

(c) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any

assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the eligible votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat, as it deems advisable, in its sole discretion.

(h) All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and

(i) With respect to any and all portions of the Common Properties, Declarant, until the expiration of the Declarant Control Period, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Pearland or any other governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) zone, rezone, or seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) replat or redesign the shape or configuration of the Common Properties; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

## ARTICLE V COVENANTS FOR ASSESSMENTS

**5.01 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the

Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners for those items specified in Section 5.05 hereof, all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01 (hereinafter, the "Assessment" or the "Assessments," together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

**5.02 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for (i) the purpose of promoting the recreation, health, and welfare of the Members and/or the residents of the Properties; (ii) managing the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

**5.03 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association.** At Declarant's sole option, improvements to the Common Properties may be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association during the Declarant Control Period. After any such improvements to the Common Properties undertaken by Declarant are substantially completed and until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of assessment against all Owners) of maintaining the Common Properties, including, but not limited

to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

#### **5.04 Annual Maintenance Assessments.**

(a) Commencing with the year beginning January 1, 2005, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors, at its annual meeting next preceding such January 1, 2005, and each successive January 1 thereafter.

(b) Subject to the provisions of Section 5.04(c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of ten percent (10%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.03 hereof.

(d) When the annual maintenance assessment is computed for all Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) As to a Lot owned by a Class A Member, the full annual maintenance assessment shall be payable.

(ii) As to a Lot owned by a Class B Member, one-half (½) of the annual maintenance assessment shall be payable.

Notwithstanding the foregoing for a period of ten (10) years after the date hereof or until the expiration of the Declarant Control Period, whichever occurs first, at Declarant's option, Declarant shall not be required to pay any Assessments with respect to any Lot owned by Declarant which has not been improved with a completed dwelling structure thereon; provided, however, that in the event

Declarant elects not to pay any such Assessments during such period for so long as Declarant is the Owner of any Lot, Declarant shall subsidize the Association to the extent, determined by budgets approved by the Association to be necessary to cover all net operating losses incurred by the Association in the operation or maintenance of the Common Properties, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder. If Declarant subsidizes the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay pursuant to this Declaration, all of such excess amounts shall, at the option of Declarant, constitute loans from Declarant to the Association which shall be payable by the Association to Declarant on demand, but shall not accrue interest. After the expiration of such period, Declarant shall be required to pay Assessments in accordance with the provisions hereof, but Declarant shall not be required to subsidize the Association in an amount in excess of the Assessments which Declarant would otherwise have been required to pay hereunder.

(e) Notwithstanding anything herein contained to the contrary, prior to January 1, 2006, the maximum annual maintenance assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$750.00 per year.

(f) The Board of Directors may provide that annual maintenance assessments shall be paid quarter-annually, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(g) The annual maintenance assessments may include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties and/or for fulfillment of future obligations of the Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

**5.05 Special Capital Assessments and Special Individual Assessments.**

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 5.05.

(b) The Board of Directors of the Association may levy special individual capital assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

**5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments.** Other than as specifically set forth in Section 5.04(d) above, both annual maintenance assessments and special capital assessments (excepting therefrom special individual capital assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

**5.07 Date of Commencement of Assessments; Due Dates; No Offsets.** The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to

the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**5.08 Duties of the Board of Directors with Respect to Assessments.**

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner, at such Owner's sole cost and expense.

(b) Written notice of all assessments shall be delivered or mailed to every Owner at the address of the Lot owned by such Owner unless an alternate address is provided to the Association in writing specifically directing the Association where such notices are to be delivered. Each Owner is also required to provide the Association with the name of any tenant residing in the residence situated on the Lot owned by such Owner.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

**5.09 Non-Payment of Assessment.**

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate. In addition to the foregoing, if any Assessment remains unpaid at the



expiration of fifteen (15) days after the due date established by the Board, a late charge in the amount of \$15.00 may be assessed against the non-paying Owner for each month that any portion of any Assessment remains unpaid. A service charge in the amount of \$25.00, plus any applicable bank charges or fees, shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special Assessments.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date is and shall be, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, a continuing debt, secured by, and there is hereby impressed upon and created against each Lot, a lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Brazoria County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall

be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in the payment of any Assessment due in accordance with this Declaration and/or the Bylaws until paid in full.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties shall, report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

(e) Notice to Owners. Notwithstanding anything to the contrary contained in this Declaration, before the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner other than a suit to collect the regular maintenance assessments or any special assessment or foreclosure under a lien granted to the Association, charge an Owner for property damage or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent shall give written notice to the Owner in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act.

**5.10 Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

**5.11 Exempt Property.**

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties.

**5.12 Estoppel Information from Board with Respect to Assessments.** The Board shall upon demand at any time furnish to any Owner liable for an Assessment, such Owner's agent, a title company or such title company's agent, a resale certificate signed by an officer or agent of the Association, setting forth whether said Assessment has been paid and any and all other information requested and to which such parties are entitled under Section 207 of the Texas Property Code. The Association and/or its agent may charge a reasonable fee to assemble, copy, and deliver the information required by Section 207 of the Texas Property Code and may charge a reasonable fee to prepare and deliver an update of any resale certificate.

**5.13 Working Capital Contributions.** Upon acquisition of record title to a Lot by any Owner other than Declarant or a Builder, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount equal to fifty percent (50%) of the full current annual maintenance assessment being levied on the Lot at the time of such acquisition. This amount is not refundable, shall be in addition to, not in lieu of, the Annual Maintenance Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be paid to the Association and shall be used for operating and other expenses incurred by the Association as determined by the Board of Directors.

**5.14 Transfer Fees and Fees for Issuance of Resale Certificates.** The Association may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a resale certificate. Transfer fees and fees for the issuance of a resale certificate are not refundable and may not be regarded as a prepayment of or credit against Annual Maintenance Assessments or Special Capital Assessments; and are in addition to the

Working Capital Contribution in Section 5.13 above. This section does not obligate the Association or any third party to levy such fees.

**ARTICLE VI  
GENERAL POWERS AND DUTIES  
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

**6.01 Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. From and after the effective date of the Association's incorporation, Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. Thereafter, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the fencing, irrigation, landscaping, screening walls and entry features which may be constructed on and constitute a part of the Common Properties. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the

Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(j) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(k) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

(l) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(m) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(n) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(p) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(q) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(r) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any Supplemental Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

*NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND RESIDENTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO ANY SECURITY SYSTEM, FIRE PROTECTION SYSTEM, OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO DESIGN GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE. EACH OWNER AND RESIDENT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND RESIDENT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE*

*ARCHITECTURAL REVIEW COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, RESIDENT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY SYSTEMS OR ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.*

**6.02 Board Powers.** The Board shall have the right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

**6.03 Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or any third party for the performance by the Association of services upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

**6.04 Liability Limitations.** No Member, officer, or agent of the Association, or member or agent of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

**6.05 Reserve Funds.** The Board may establish capital reserve funds, for such purposes as may be determined by the Board, including, but not limited to the maintenance, repair and/or replacement of capital assets, which funds may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to

time by the Board of Directors. Capital expenditures from this fund may include by way of example, but not be limited to, repair of major damage to the Common Properties not covered by insurance.

**ARTICLE VII  
INSURANCE; REPAIR AND RESTORATION**

**7.01 Right to Purchase Insurance.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

**7.02 Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

**7.03 Insufficient Proceeds.** If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.



**7.04 Mortgage Protection.** There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

**7.05 Destruction of Improvements on Individual Lots.** In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs or longer with the written consent of the Association and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs or longer with the written consent of the Association.

## **ARTICLE VIII USE OF COMMON PROPERTIES**

The Common Properties may be occupied and used as follows:

**8.01 Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

**8.02 Damage to the Common Properties.** Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

**8.03 Rules of the Board.** All Owners and occupants shall abide by any rules and regulations (the "Rules and Regulations") adopted by the Board. The Board shall have the power to enforce compliance with the Rules and Regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated the Rules and Regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

## **ARTICLE IX USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS**

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

**9.01 Residential Purposes.** Except as hereinafter provided, no Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartment, or other apartment use. Notwithstanding anything contained herein to the contrary, Owners or tenants of dwellings that actually occupy such dwelling may use such dwelling for limited business purposes consistent with rules and regulations promulgated by Declarant or the Board. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of the residences constructed on their Lots or involve the sale of goods or merchandise to the public, where members of the public visit the residence on a daily or frequent basis. In addition, consultation with clients or customers at a residence constructed on a Lot shall be permitted between 9:00 a.m. and 5:00 p.m. on regular working days, or as otherwise permitted in the rules and regulations promulgated by Declarant or the Board. The use of a dwelling constructed on a Lot for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal or professional telephone calls or correspondence shall not be deemed to be a violation of these restrictions. In addition, so long as a Class B Member owns any Lot which is for sale, the Class B Members and their employees, representatives and agents may maintain business, leasing and/or sales offices, sale models and other sales facilities within the Properties as Declarant shall deem appropriate.

**9.02 Replatting and Subdividing of Lots.** No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum lot size prescribed by the zoning ordinances of the City of Pearland, Texas. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.02 shall be exercisable only by Declarant.

**9.03 Minimum Floor Space.** All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the subdivision shall contain a minimum of sixteen hundred (1,600) square feet. Future phases of the subdivision may have minimum square footage requirements that are greater or less than the 1,600 square foot requirement set forth above. The exact minimum square footage requirement will be set forth in the Supplemental Declaration adding such phase to the scheme of this Declaration.

**9.04 Combining Lots.** Any person owning two or more adjoining Lots may consolidate, by replatting, such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and

regulations of any governmental authority having jurisdiction over the Properties. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

**9.05 Setback Requirements and Building Location.** All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the City of Pearland and the requirements of the Plat. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

**9.06 Height.** No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the City of Pearland, such height to be measured and determined in accordance with the method approved by the City of Pearland.

**9.07 Driveways.** Each Lot must be accessible to the adjoining street by a driveway or alley suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

**9.08 Access.** No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

**9.09 Drainage.** Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will generally flow to streets, alleys, drainage easements, or Common Properties, and in conformity with the general drainage plans for the subdivision.

**9.10 Utilities.** Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be

required during building construction. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery or screened with fencing so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

**9.11 Construction Requirements.** The exterior construction of the primary residential structure, garage, porch, and any other appurtenance or improvement of every kind and character on any Lot shall be subject to strict compliance with the Standards and Guidelines and the written approval of any such item by the Architectural Control Committee pursuant to Section 10.02 hereof.

**9.12 Garages and Servants Quarters.** Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, servants quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte cochere. Porte cocheres must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. No garage shall face a residential street or any of the Common Properties, unless approved in writing by the Architectural Control Committee.

**9.13 Landscaping.** Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Each Lot shall be fully landscaped prior to the residence constructed on such Lot being occupied. Each Lot Owner shall be responsible for maintaining his own lawn and landscaping in a healthy and attractive condition.

**9.14 Fences.** No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee. The design of and materials used in the construction of fences and walls shall be subject to the prior written approval of the Architectural Control Committee and shall be in accordance with the Standards and Guidelines. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining Lots and residential streets.

The maintenance, repair, and replacement of fences situated on the Lots shall be the responsibilities of the Owner and/or Owners who own the Lot or Lots on which such fences are

located, and in no event shall the Association be responsible for the maintenance, repair, and replacement of such fences. In addition, issues involving the maintenance, repair, and/or replacement of fences situated on the Lots shall be resolved by the Owner of such Lots and not by the Association.

**9.15 Trash Receptacles and Collection.** Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Pearland, Texas, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Pearland, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a well maintained, healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, rubbish, debris, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Pearland, Texas, and which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb or alley abutting his Lot only on those days designated by the City of Pearland, Texas, as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic or other container. On Lots served by an alley, garbage containers shall be constructed of a material that is harmonious with the exterior of the home. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

**9.16 Exterior Lighting.** No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

**9.17 Window Coolers.** No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

**9.18 Antennas Restrictions, Satellite Dishes, Playground Structures, and Other Rear Yard Uses.** No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be

visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish, playground structure, dog run, or vegetable gardens shall be visible from public streets, Common Properties or adjoining Lots, without the prior written consent of the Architectural Control Committee.

**9.19 Temporary Structures and Vehicles.** No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, or barn shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage, shed or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, recreational vehicle, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be in good working order, with evidence of current inspection and current registration, and shall be stored, placed or parked within the garage of the appropriate Owner or concealed from view from adjoining Lots, Common Properties, or public streets, unless approved in writing by the Architectural Control Committee.

**9.20 Parking.** On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted; provided, however, no inoperable vehicles, no stored vehicles, or vehicles not utilized on a daily basis shall be permitted to be parked or stored in driveways or on the streets.

**9.21 Signs.** No signs, flags or flag poles shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant and homebuilders may erect and maintain one or more signs or flags for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of flags not exceeding 4N x 6N in size shall be permitted on customary holidays; and (iii) signs of customary dimensions (3N x 4N maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Pearland, Texas, as such standards may be applicable to the Properties.

**9.22 Removal of Dirt.** The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Minimum finished floor elevations, if any, established on the Plat shall be maintained.

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

**9.24 Offensive Activities.** No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets [not to exceed three (3) adult animals] may be kept, provided that they are not kept, bred or maintained for commercial purposes. No person owning or in custody of an animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot. Dogs shall be on a leash when outside the Owner's Lot. Owners shall be required to clean up his or her dog's defecation within the Subdivision. The Association may adopt reasonable rules and regulations governing the size, weight, and keeping of animals, which rules may include the adoption of fines for violations thereof.

**9.25 Swimming and Fishing.** No wading, swimming, boating, or fishing shall be allowed in any lake, waterway or drainage way situated within the Common Properties.

**9.26 Duty of Maintenance.**

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing and edging of all curbs and edgeways on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas in a regular manner so as to maintain harmony with the overall standards of the subdivision;

(v) Keeping exterior lighting and maintenance facilities in working order;

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive;

(vii) Keeping parking areas, driveways and curbs in good repair;

(viii) Complying with all government health and police requirements;

(ix) Repair of exterior damages to improvements;

(x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and

(xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall, after notice, if any, required pursuant to Section 5.09(e) hereof, have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.26(b) above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall, after notice, if any, required pursuant to Section 5.09(e) hereof, have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the cost incurred by the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.



(d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Sections 9.26(b) and (c) above shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment as specified in Section 5.05(b) hereof] and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

**9.27 Maintenance of Common Properties.** All landscaping and improvements placed or erected on the Common Properties by Declarant shall be owned and maintained by the Association.

**9.28 Retaining Walls.** Retaining walls shall be restricted to structurally engineered and designed walls made of materials approved, in writing, by the Architectural Control Committee. The responsibility for constructing and maintaining a retaining wall shall be borne by the Owner of the "high" side Lot, unless the Owner of the "low" side Lot elects to construct a residence on his Lot prior to the construction of a residence on the "high" side Lot and a retaining wall is required by the Architectural Control Committee or the City of Pearland in connection with the construction of the residence on the "low" side Lot.

**9.29 Mailboxes.** The Properties shall be serviced by "cluster" mail boxes that will be located in various locations within the subdivision as shall be determined by the United States Postal Service and Declarant. NOTICE IS HEREBY GIVEN THAT A "CLUSTER" MAIL BOX MAY BE LOCATED ADJACENT TO OR IN CLOSE PROXIMITY TO AN OWNER'S LOT AND THAT ALL OWNERS OR PROSPECTIVE OWNERS SHOULD INQUIRE WITH THE UNITED STATES POSTAL SERVICE AND/OR DECLARANT REGARDING THE LOCATIONS OF THE "CLUSTER" MAIL BOXES IN THE SUBDIVISION.

**9.30 Basketball Goals/Hoops.** With the prior written consent of the Architectural Control Committee, basketball goals, hoops, backboards and nets shall be permitted; provided, however, in no event shall such structure be allowed in the area between the front of the dwelling and the street adjacent thereto.

**ARTICLE X**  
**ARCHITECTURAL CONTROL COMMITTEE**

**10.01 Architectural Control Committee.** As long as Declarant holds title to any of the Lots, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Lots, the Committee shall be composed of such individuals selected by a vote of the Board of Directors of the Association. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Other than as set forth in Section 10.02 hereof, no member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Brazoria County, Texas.

**10.02 Architectural Approval.** No building, structure, shed, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee or a representative or agent designated by the Committee to act on behalf of the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; height and dimensions of improvements; intended use of the proposed improvements; impact and relationship to neighboring Lots and improvements situated or to be situated thereon; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. In connection with the submission of such plot plan, construction plans and specifications, and landscaping and grading plans, the Committee may require that the submitting party pay a fee of up to \$250.00 per submission, which fee shall be payable to the Committee or, if the Committee elects, to a representative designated by the

Committee to review such plans and specifications. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook a rear or side yard of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

THE COMMITTEE MAY, FROM TIME TO TIME, PUBLISH AND PROMULGATE ARCHITECTURAL STANDARDS BULLETINS AND/OR DESIGN GUIDELINES (COLLECTIVELY, THE "STANDARDS AND GUIDELINES") WHICH SHALL BE FAIR, REASONABLE AND UNIFORMLY APPLIED AND SHALL CARRY FORWARD THE SPIRIT AND INTENTION OF THIS DECLARATION. SUCH BULLETINS AND GUIDELINES SHALL SUPPLEMENT THESE COVENANTS AND RESTRICTIONS AND ARE INCORPORATED HEREIN BY REFERENCE. THE COMMITTEE SHALL HAVE THE AUTHORITY TO MAKE FINAL DECISIONS IN INTERPRETING THE GENERAL INTENT, EFFECT AND PURPOSE OF THESE COVENANTS AND RESTRICTIONS.

PRIOR TO ACQUIRING ANY LOT OR CONSTRUCTING ANY STRUCTURE ON A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND/OR OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL CONTROL COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE LOT AND THE STRUCTURES TO BE CONSTRUCTED THEREON.

THE ARCHITECTURAL STANDARDS BULLETINS AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THIS DECLARATION.

**10.03 Variances.** Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

**10.04 Nonconforming and Unapproved Improvements.** The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

**10.05 No Liability.** Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages

to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

## **ARTICLE XI EASEMENTS**

**11.01 Ingress and Egress by the Association.** The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

**11.02 General.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines

or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

**11.03 Reservation of Easements.** Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

**11.04 Surface Areas of Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

**11.05 Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

**11.06 Universal Easement.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

**11.07 Easement for Maintenance and Repair of Lakes and Banks of Lakes.** Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Properties, such easement to extend ten (10)

feet in width along and around the entire length of any lakes and drainage ways situated on the Common Properties. Such easements are reserved for the exclusive benefit of Declarant, the Association and their respective successors and assigns, for the maintenance of the lakes, drainage ways, or the edges of such lakes and/or drainage ways situated within the Common Properties.

**11.08 Wall and Landscape Easement.** An easement of varying width has been established on the Plat for the maintenance and repair of the perimeter screening wall and the associated landscape and irrigation. Owners shall not alter, paint or otherwise use such walls even though such walls and easements may be located on or adjacent to such Owner's Lot. It is the responsibility of each Owner to maintain that portion of the landscaping within this easement which is enclosed by the wall on their respective Lot, however, the Association retains the right to enter upon the Properties and perform such maintenance as necessary.

**11.09 Drainage Easement.** Easements over the Lots and the Common Properties for the drainage and flow of surface water, as shown on the grading and drainage plans for the subdivision, are hereby reserved and retained for the benefit of the Association and/or its successors and assigns. In addition, each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangements of improvements, approved by the Architectural Control Committee, thereon required. Each Owner shall be responsible for maintaining his Lot so that there is no interference with the drainage patterns established by the grading and drainage plans, and, in the event any Owner shall interfere with the drainage patterns established by the grading and drainage plans, the Association shall have the right to enter such Lot to re-establish the proper drainage patterns.

## ARTICLE XII GENERAL PROVISIONS

**12.01 Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded in the Office of the County Clerk of Brazoria County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast seventy percent (70%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Brazoria County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**12.02 Amendments.** Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified and/or changed as follows:

(a) during the time Declarant is the Owner of any Lot, the Declarant may amend or change this Declaration with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of class;

(b) in all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least seventy percent (70%) of the outstanding votes of the Association who are in attendance at a meeting called and held in accordance with Section 3.03 hereof, regardless of class, or at least seventy percent (70%) of the outstanding votes of the Association, regardless of class, whether or not a meeting is called.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Brazoria County, Texas. Notwithstanding the prior provisions of this Section 12.02, (a) the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only, and (b) as long as the Declarant is the Owner of any Lot, no amendment to this Declaration shall be effective without the prior written consent of the Declarant.

**12.03 Enforcement.** Enforcement of these Covenants and Restrictions may be brought by Declarant, the Association, or any Owner, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorneys' fees.

**12.04 Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision of this Declaration or the remainder of these Covenants and Restrictions which shall remain in full force and effect.

**12.05 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**12.06 Notices to Member/Owner.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**12.07 Notices to Mortgagees.** If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.



**12.08 Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners. In the event a dispute arises between the Association and one or more Owners, such parties shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association, and the result thereof shall be binding and conclusive to the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if the two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportions as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

**12.09 Termination of and Responsibility of Declarant.** If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

**12.10 Limitation on Interest.** All agreements between any Owner and the Association or Declarant are hereby limited so that in no event shall the interest contracted for, charged or received by such party exceed the maximum amount permissible under applicable law. All interest paid or agreed to be paid to such party shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the indebtedness so that interest thereon for such full period shall not exceed the maximum amount permitted by applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to such party in excess of the maximum lawful amount, the interest shall be reduced to the maximum amount permitted under applicable law; and if, from any circumstance, such party shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, such excess shall be refunded to the applicable Owner.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 17<sup>th</sup> day of August, 2005.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation - Managing General Partner

By:   
Dennis Moscoso, Vice President



EXHIBIT "A"

Southern Trails Phase 1 Sec. 1 as recorded in Document #2005042703 in the Deed Records of Brazoria County, Texas.

**CONSENT, JOINDER AND SUBORDINATION  
OF MORTGAGEE**

WELLS FARGO BANK, NATIONAL ASSOCIATION, the mortgagee holding a current deed of trust lien on all or a portion of the Properties, does hereby consent to the execution and recordation of the foregoing, Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing Declaration.

EXECUTED this the 17<sup>th</sup> day of AUGUST, 2005.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JAMES A. PHELPS  
VICE PRESIDENT**

STATE OF GEORGIA

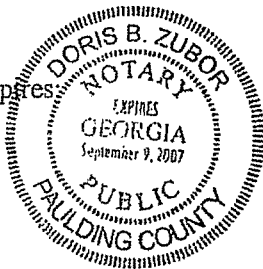
§  
§

COUNTY OF COBB

§

This instrument was acknowledged before me on AUGUST 17, 2005, by JAMES A. PHELPS, VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of said association.

My Commission Expires \_\_\_\_\_



\_\_\_\_\_  
Notary Public, State of Georgia

DORIS B. ZUBOR

(Printed or Typed Name of Notary)

Doc# 2005049027  
# Pages 42  
08/23/2005 2:14PM  
Official Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$138.00

*Joyce Hudman*

MAINTENANCE AGREEMENT  
BETWEEN  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 34  
AND  
SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

This Maintenance Agreement (this "Maintenance Agreement") is made and entered into as of the 24th day of April, 2008, by and between Brazoria County Municipal Utility District No. 34 (the "District"), a political subdivision of the State of Texas, and Southern Trails Residential Association, Inc. (the "Association").

RECITALS

WHEREAS, the District was created and organized, among other purposes, for the purpose of controlling, storing, preserving and distributing the storm and flood waters of the District, and the reclamation and drainage of the land located within its boundaries. In order to carry out these purposes, the District has or will acquire detention reserves described in **Exhibit A** hereto, together with all parks, recreational and detention facilities located thereon (the "Facilities"); and

WHEREAS, the Board of Directors of the District has determined that it is in the District's best interest to allow use of the Facilities for public recreational purposes in addition to their use as detention and drainage facilities; and

WHEREAS, the Association has determined that it is in the Association's best interest to maintain the portion of the Facilities that serve public recreational purposes; and

WHEREAS, the District is authorized under Section 49.227 of the Texas Water Code to contract for the joint operation of any of its facilities; and

WHEREAS, the Association hereby agrees to maintain the portion of the Facilities that serve public recreational purposes in accordance with the terms and conditions of the Park Rules and this Maintenance Agreement.

## AGREEMENT

Now therefore, for and in consideration of the mutual promises, covenants, benefits, and obligations herein set forth, the District and the Association hereby agree and contract as follows:

Section 1: The District shall be responsible for the operation and maintenance of the Facilities required to maintain their primary use for detention and drainage, including, excavating or otherwise maintaining the Facilities to prevent excess silting that would minimize the use of the Facilities for detention or drainage.

The District shall have the right, but not the obligation, to perform any other improvements, maintenance, repairs or modifications to the Facilities (including, without limitation, those listed in Section 2 below at the Association's cost and expense) following thirty (30) days written notice to the Association to perform the same and the Association's failure to do so.

Section 2: The District hereby grants to the Association the exclusive right to use, operate, manage and administer the portion of the Facilities that serve public recreational purposes so long as such purposes do not interfere with the right of the District to use the Facilities for detention or drainage. The Association shall not hereafter construct or install any structures, benches, trees, landscaping or facilities on the Facilities without first obtaining the written consent of the District. The Association shall enforce the Park Rules attached hereto as **Exhibit B**, as may be amended by the District from time to time, (provided, however, only the District shall have the power to assess civil penalties) and shall limit the use and enjoyment of the Facilities to ensure that the District's ability to use the Facilities for detention and drainage is not impaired by the Association's use and enjoyment of the Facilities for public recreational purposes. The Association shall, at its sole cost and expense, be responsible for the following:

- a. erosion prevention around the Facilities to prevent the unnecessary erosion of silt and dirt into the Facilities;
- b. maintaining and repairing bulkheads, if any, that surround some or all of the Facilities and lake amenity items within the Facilities;
- c. mowing, cleaning, and other work needed to control vegetation and/or landscaping in and around the Facilities;
- d. operating and maintaining any ramps, access structures, benches and recreational areas surrounding the Facilities;
- e. installing and maintaining any landscaping on the Facilities; and

- f. any other maintenance which is not directly related to the use of the Facilities for detention or drainage conveyance.

Section 3: The Association shall secure, and keep current, comprehensive general liability insurance coverage relating to the use of the Facilities in the minimum amount of \$1,000,000 per occurrence and shall annually provide a copy of the policy to the District. Such policy shall name the District as an additional insured party.

Section 4: **INDEMNITY BY ASSOCIATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ASSOCIATION, WITHOUT LIMIT AND WITHOUT REGARD TO THE FAULT OF ANY PARTY(IES), SHALL FULLY AND COMPLETELY INDEMNIFY THE DISTRICT AND HOLD IT HARMLESS FROM, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, INJURIES, COSTS (INCLUDING ATTORNEYS' FEES), EXPENSES, JUDGMENTS AND LIABILITIES OF EVERY KIND OR CHARACTER ARISING FROM OR IN ANY WAY RELATED TO THE MATTERS AT ISSUE IN THIS AGREEMENT OR THE ASSOCIATION'S ENTRY ON, ACCESS TO OR USE OF THE DETENTION FACILITIES DESCRIBED HEREIN. THE ASSOCIATION'S INDEMNIFICATION OF THE DISTRICT IS INTENDED TO BE AS BROAD AS POSSIBLE, INCLUDING BUT NOT LIMITED TO MATTERS SOUNDING IN CONTRACT, TORT OR OTHERWISE AND THE NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY OF ALL PARTIES AND THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS, EVEN IN THE EVENT OF THE DISTRICT'S FAULT OR NEGLIGENCE. THE ONLY EXCEPTION TO THE ASSOCIATION'S OBLIGATION OF INDEMNITY IS THE WILLFUL MISCONDUCT OF THE DISTRICT.**

Section 5: This Maintenance Agreement shall be for the sole and exclusive benefit of the District and the Association and shall not be construed to confer any benefit or right upon any customers, residents, or members of the District or the Association, or on any other party.

Section 6: This Maintenance Agreement is not assignable by any party hereto except with the prior written consent of the other party.

Section 7: This Maintenance Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

Section 8: The term of this Maintenance Agreement shall be forty (40) years from the date first shown above, unless sooner terminated by the written agreement of the parties.

Section 9: The District may hereafter amend the Park Rules at any time without the consent of the Association.

Section 10: The failure of either party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Maintenance Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

Section 11: In addition to any other available remedies, the parties hereto shall have the right to injunctive relief in the event a party hereto violates any term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above.

[EXECUTION PAGES FOLLOW]

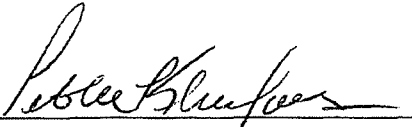


BRAZORIA COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 34



\_\_\_\_\_  
President, Board of Directors


ATTEST:



\_\_\_\_\_  
Secretary, Board of Directors



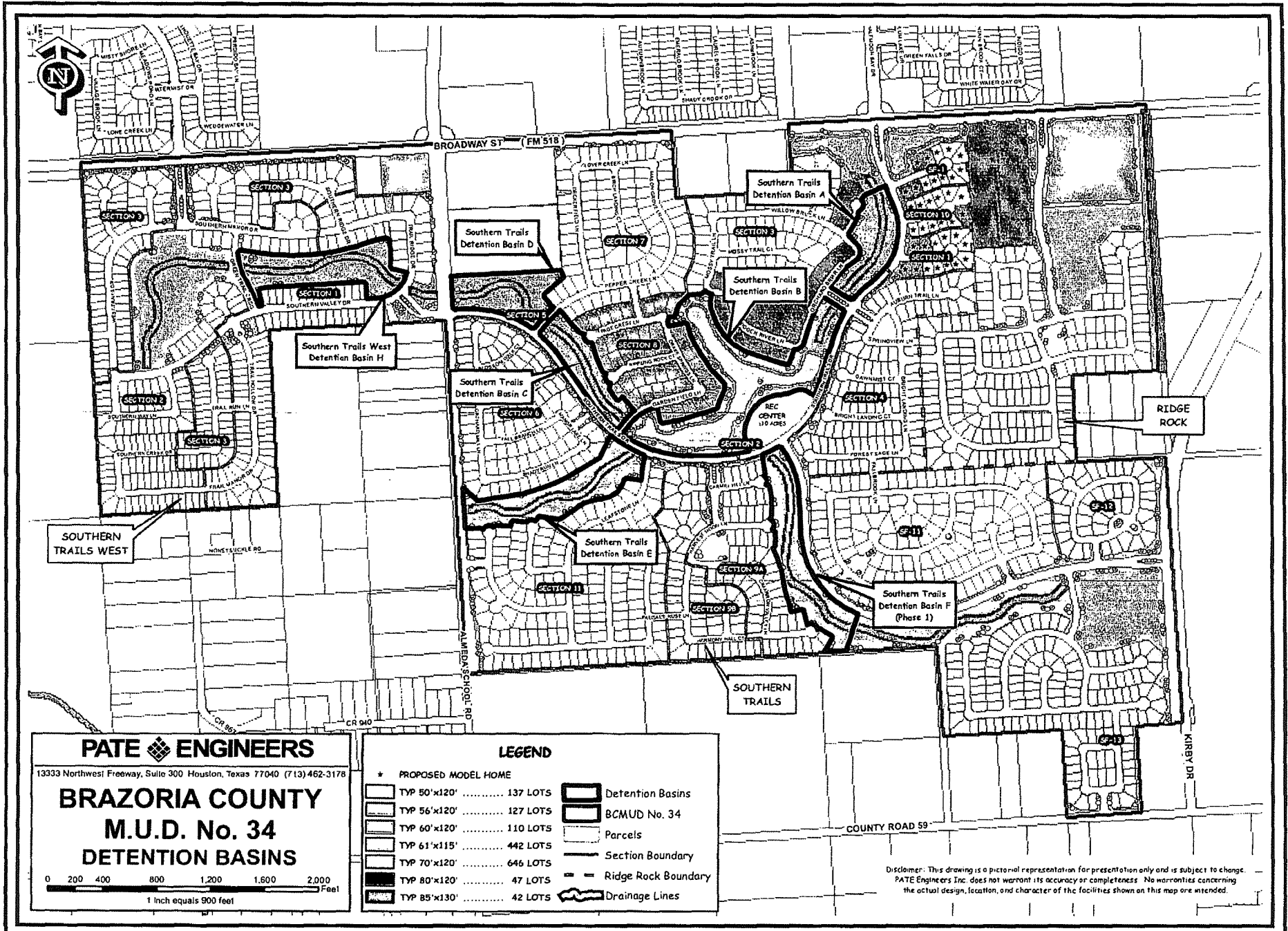
SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION

By:   
Name: MARK JAVIK  
Title: HOA PRESIDENT

ATTEST:

By: Michele Schorlemmer  
Name: Michele Schorlemmer  
Title: Office Manager

# Exhibit A



**PATE ENGINEERS**  
 13333 Northwest Freeway, Suite 300 Houston, Texas 77040 (713) 462-3178

**BRAZORIA COUNTY  
 M.U.D. No. 34  
 DETENTION BASINS**

0 200 400 800 1,200 1,600 2,000 Feet  
 1 Inch equals 900 feet

**LEGEND**

* PROPOSED MODEL HOME	
TYP 50'x120' ..... 137 LOTS	Detention Basins
TYP 56'x120' ..... 127 LOTS	BCMUD No. 34
TYP 60'x120' ..... 110 LOTS	Parcels
TYP 61'x115' ..... 442 LOTS	Section Boundary
TYP 70'x120' ..... 646 LOTS	Ridge Rock Boundary
TYP 80'x120' ..... 47 LOTS	Drainage Lines
TYP 85'x130' ..... 42 LOTS	

Disclaimer: This drawing is a pictorial representation for presentation only and is subject to change. PATE Engineers Inc. does not warrant its accuracy or completeness. No warranties concerning the actual design, location, and character of the facilities shown on this map are intended.

## Exhibit B

### **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 34 (the "DISTRICT") General Use Guidelines and Rules for Parks and Recreational Facilities**

Within the limits of any of the Brazoria County Municipal Utility District No. 34 parks, it shall be unlawful for any person to do any of the following acts, except as may be otherwise provided by prior written permission from District:

1. To hitch, fasten, lead, drive or let loose any animal or fowl of any kind; provided that this shall not apply to dogs when led by a cord or chain, not more than six feet long. Animal waste is to be cleaned up by owner.
2. To ride or drive any bicycle, motorcycle or any other vehicle whatsoever, upon any drive or street in any park of the District.
3. To ride or drive any vehicle (listed in 2 above), or to roller blade, roller skate, skateboard or ride on any other wheeled vehicle or car upon any walk or trail in any park unless otherwise designated by sign.
4. To drive any vehicle across the curbs, sidewalks, grass, lawn or anywhere else within such park, other than upon the roads, streets, parking lots, and designated parking areas designated for that purpose.
5. To drive any vehicle carelessly, disregarding the rights or safety of others or without due caution and at a speed, or in a manner so as to endanger, or be likely to endanger, any person or property.
6. To park, or occupy more than one space, vehicles or trailers upon the grass, lawn or anywhere else within any park, other than in those areas designated for that purpose.
7. To park vehicles or trailers anywhere but within and between the visible lines designating a single vehicle parking space of any parking lot of the District parks, when such visible parking space lines have been placed upon such parking lots.
8. To park any vehicle or trailer in any parking lot or parking area so as to obstruct, block or hinder ingress or egress of such parking lot or parking area.
9. To carry or discharge any firecrackers, rockets, torpedoes, or any other fireworks, or air-guns or slingshots; discharge any firearm; or carry any firearm, except

those persons duly authorized and licensed by the state to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun Act.

10. To damage, cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or to pluck, pull up, cut, take or remove any shrub, bush, plant or flower; or to mark or write upon, paint or deface in any manner, any building, monument, fence, bench or other structure.

11. To cut or remove any wood, turf, grass, soil, rock, sand, gravel or fertilizer.

12. To leave garbage, cans, bottles, papers or other refuse elsewhere than in trash receptacles provided therefore. Bringing in outside garbage is prohibited.

13. To participate in any activity when the District believes such activity may create a danger to the public or may be considered a public nuisance. The Board of Directors may designate particular locations within park areas for specific activities. Certain facilities may require District permission or reservations.

14. To camp overnight in any District park.

15. To consume alcoholic beverages, unless written permission to so has been granted by the Board.

16. To play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice or other device, for money, chips, shells, credit or any other representative of value, or to maintain or exhibit any gambling table or other instrument of gambling or gaming.

17. To use or speak any threatening, abusive, insulting or other language constituting "fighting words" in any of the parks, and no person shall commit, in any such parks, any obscene; lewd or indecent act or create any nuisance.

18. To disturb in any manner any picnic, meeting, service, concert, exercise or exhibition.

19. To distribute, post, place or erect any advertising, handbill, circular, bill, notice, paper or other advertising device.

20. To sell or offer for sale any food, drinks, confections, merchandise or services unless such person has a written agreement or a permit issued by the Board.

21. To practice, carry on, conduct or solicit for any trade, occupation, business or profession or to circulate any petition of whatsoever kind or character without approval of the Board.

22. To execute burning of any kind, except in BBQ grills.

23. To use facilities outside of the permitted hours, as posted.

24. To lack appropriate, proper, and decent attire.

Violation of any of the District guidelines or rules related to parks will subject the violator to a fine of up to \$5,000 per violation or criminal penalties, including imprisonment, or both. Parking outside of the designated parking areas will subject the violator to a fine of up to \$5,000 per violation or towing at the violator's expense, or both.

COPY  
COPY

✓ AFTER RECORDING RETURN TO:  
Tim Hagen  
Hagen & Parsons, P.C.  
14643 Dallas Parkway, Suite 570  
Dallas, Texas 75254

4

FIRST SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTHERN TRAILS, PEARLAND, TEXAS  
(Section 2, 3, and 4)

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (Sections 2, 3, and 4) (this "Supplement") is made by CL ASHTON WOODS, L.P., a Texas limited partnership ("Declarant"), as of the 23rd day of August, 2005.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Declaration"), dated August 17, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049027; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration of filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, Declarant is the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Declarant desires to add the Annexed Property to the scheme of the Declaration; and

WHEREAS, Declarant executes this Supplement to supplement the covenants, conditions, restrictions, charges, and liens imposed by the Declaration in order to create and carry out a uniform plan for the improvement, development, and sale of the Annexed Property for the benefit of the present and future owners of the Annexed Property and the other property covered by the Declaration.

NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation - Managing General Partner

By: *Dennis Moscoso*  
Dennis Moscoso, Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

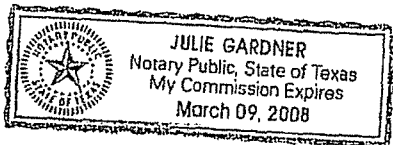
This instrument was acknowledged before me on August 23, 2005, by DENNIS MOSCOSO, Vice President of AW SOUTHERN TRAILS, INC., a Texas corporation and the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

My Commission Expires:

3/9/2008

*Julie Gardner*  
Notary Public, State of Texas

Julie Gardner  
(Printed or Typed Name of Notary)





**EXHIBIT "A"**

**(Description of Annexed Property)**

Southern Trails Phase 1 Sec. 2 as recorded in Document #2005042710 in the Official Records of Brazoria County, Texas

Southern Trails Phase 1 Sec. 3 as recorded in Document #2005042725 in the Official Records of Brazoria County, Texas

Southern Trails Phase 1 Sec. 4 as recorded in Document #2005042729 in the Official Records of Brazoria County, Texas

CONSENT, JOINDER AND SUBORDINATION  
OF MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, the mortgagee holding a current deed of trust lien on all or a portion of the Properties, does hereby consent to the execution and recordation of the foregoing, First Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing First Supplemental Declaration.

EXECUTED this the 22<sup>nd</sup> day for August, 2005.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: [Signature]  
Name: JAMES A. PHELPS  
Title: VICE PRESIDENT

STATE OF ~~TEXAS~~ GEORGIA §  
COUNTY OF COBB §

This instrument was acknowledged before me on AUGUST 22, 2005, by JAMES A. PHELPS, VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of said association.



[Signature]  
Notary Public, State of Texas GEORGIA

DORIS B. ZUBOR  
(Printed or Typed Name of Notary)

Doc# 2005049028  
# Pages 4  
08/23/2005 2:14PM  
Official Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$24.00

[Signature]

**SPECIAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS    §  
  
COUNTY OF BRAZORIA   §

KNOW ALL MEN BY THESE PRESENTS:

THAT **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation, hereinafter called "Grantor", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by **SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**, a Texas non-profit corporation hereinafter called "Grantee", the receipt of which is hereby acknowledged; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain parcels of land, lying and being situated in Brazoria County, Texas, described as follows, to-wit:

- Restricted Reserve "A", restricted to landscaping uses; 0.4344 acre / 18,921 sq. ft;
- Restricted Reserve "B", restricted to landscape and utilities uses; 0.0694 acre / 3,022 sq. ft;
- Restricted Reserve "C", restricted to landscape and utilities uses; 0.0524 acre / 2,265 sq. ft; and
- Restricted Reserve "D", restricted to landscaping uses; 0.3580 acre / 15,594 sq. ft;

All out of the **Final Plat of Southern Trails West, Section 3**, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded under Document No. 2011020734, Official Public Records of Brazoria County, Texas

This conveyance is made subject to any and all easements, rights-of-way, valid restrictions, mineral reservations of any kind, maintenance charges, building set-back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above-mentioned County and State.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by through and under Grantor, but not otherwise.

Advantage Title of Ft. Bend  
GF Courtesy 18/30

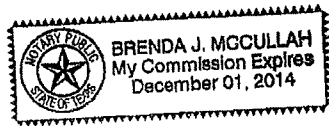
EXECUTED this the 18<sup>TH</sup> day of July, 2012.

TAYLOR MORRISON OF TEXAS, INC.,  
a Texas corporation

By: [Signature]  
Name: GRANT A. GRIMS  
Title: VICE PRESIDENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 18<sup>TH</sup> day of July, 2012, by GRANT A. GRIMS, VICE PRESIDENT of TAYLOR MORRISON OF TEXAS, INC., a Texas corporation.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

**GRANTEE'S MAILING ADDRESS:**  
Southern Trails Residential Association, Inc.  
c/o Amy Brumit, CMCA, AMS  
Community Manager  
Lone Star Association Management  
2700 North Cotswold Manor Drive  
Kingwood, Texas 77339

**AFTER RECORDING, RETURN TO:**  
MORRIS, LENDAIS, HOLLRAH & SNOWDEN, P.C.  
1980 Post Oak Boulevard, Suite 700  
Houston, Texas 77056  
ATTENTION: George W. Bamberg, Jr.

## FILED and RECORDED

Instrument Number: 2012032643

Filing and Recording Date: 07/24/2012 11:33:02 AM Pages: 3 Recording Fee: \$20.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



*Joyce Hudman*

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-megan

1450 W. WILSON  
GEO5500085/3080

Doc# 2006009972

AFTER RECORDING RETURN TO:  
Tim Hagen  
Hagen & Parsons, P.C.  
14543 Dallas Parkway, Suite 570  
Dallas, Texas 75254

P

**SECOND SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTHERN TRAILS, PEARLAND, TEXAS**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (this "Supplement") is made by CLASHTON WOODS, L.P., a Texas limited partnership ("Declarant"), as of the 31st day of SEPTEMBER, 2006.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Original Declaration"), dated August 17, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049027; and

WHEREAS, Declarant executed that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated August 23, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049028 (the "First Supplement"). The Original Declaration and the First Supplement are herein referred to as the "Declaration"; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration of filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, Declarant is the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Declarant desires to add the Annexed Property to the scheme of the Declaration; and

WHEREAS, Declarant executes this Supplement to supplement the covenants, conditions, restrictions, charges, and liens imposed by the Declaration in order to create and carry out a uniform plan for the improvement, development, and sale of the Annexed Property for the benefit of the present and future owners of the Annexed Property and the other property covered by the Declaration.

NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

✓STBC

The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation - Managing General Partner

By: *Dennis Moscoso*  
Dennis Moscoso, Vice President

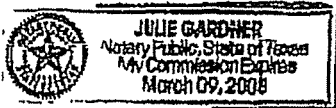
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on JANUARY 31, 2006, by DENNIS MOSCOSO, Vice President of AW SOUTHERN TRAILS, INC., a Texas corporation and the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

My Commission Expires:

3/9/08

*Julie Gardner*  
Notary Public, State of Texas  
Julie Gardner  
(Printed or Typed Name of Notary)



CONSENT, JOINDER AND SUBORDINATION  
OF MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, the mortgagee holding a current deed of trust lien on all or a portion of the Properties, does hereby consent to the execution and recordation of the foregoing, Second Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing Second Supplemental Declaration.

EXECUTED this the 14<sup>TH</sup> day for FEBRUARY, 2006.

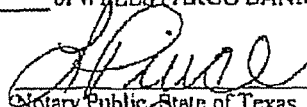
WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Name: James Phelps  
Title: Senior Vice President

STATE OF ~~TEXAS~~ GEORGIA §  
                                  §  
COUNTY OF CLAYTON §

This instrument was acknowledged before me on 2-14-06, 2006, by JAMES A. PHELPS, SR. VP of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of said association.

My Commission Expires:  
Notary Public, Clayton County, Georgia  
My Commission Expires January 30, 2010

  
\_\_\_\_\_  
Notary Public, State of Texas  
L. Pierce  
\_\_\_\_\_  
(Printed or Typed Name of Notary)



**EXHIBIT "A"**

**NETES AND BOUNDS DESCRIPTION  
114.00 ACRE TRACT OF LAND**

**SITUATED IN THE  
H.T. & B. RR COMPANY SURVEY, SECTION 84, ABSTRACT 538  
CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS**

BEGING a 114.99 acre tract of land situated in the H.T. & B. RR Co. Survey, Section 84, Abstract 538, City of Pearland, Brazoria County, Texas, being out of a called 522.82 acre tract of land described in Exhibit A of a Special Warranty Deed recorded under Brazoria County Clerk's File Number 2005018204 and all of five (5) 0.161 acre tracts of land described under Brazoria County Clerk's File Numbers 2005040598, 2005040601, 2005040604, 2005040607 and 2005040610, said 114.99 acre tract of land being more particularly described as follows (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at 5/8-inch iron rod found at the northwest corner of said called 522.82 acre tract being the common corner of a tract of land recorded in Volume (90)814, Page 189 of the Brazoria County Deed Records, a tract of land described in a deed recorded under Brazoria County Clerk's File Number 99-018180 and a tract of land described in a deed recorded under Brazoria County Clerk's File Number 99-018813 for the northwest corner of the herein described tract;

THENCE North 88°44'02" East, a distance of 2024.35 feet, with a north line of said called 522.82 acre tract, to a 5/8-inch iron rod with cap stamped "E.H.R.&A. 713-784-4500" set for the most north northeast corner of the herein described tract;

THENCE South 03°13'13" East, a distance of 350.00 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.&A. 713-784-4500" set for an interior corner of the herein described tract;

THENCE North 86°44'02" East, at a distance of 131.83 feet pass the southwest corner of a called 3.89 acre tract of land described in a deed to Beltway 23, Ltd., recorded under Brazoria County Clerk's File Number 2005007042, continuing with the south line of said called 3.89 acre tract, in all a total distance of 815.83 feet, to a point in the centerline of County Road 48 (based on original 40' width), at the southeast corner of said called 3.89 acre tract; for the most east northeast corner of the herein described tract;

THENCE South 03°12'30" East, a distance of 987.50 feet, with the centerline of County Road 48, to a point at the northeast corner of the Mondo Lopez, called 2.0 acre tract of land described in a deed recorded under Brazoria County Clerk's File Number 08-034580 for a south corner of said called 522.82 acre tract, same being the most east southeast corner of the herein described tract;

THENCE South 86°50'11" West, a distance of 1315.64 feet, with the north line of said called 2.0 acre tract and the north line of a called 20.0 acre tract of land as described in a deed recorded under Brazoria County Clerk's File Number 03-018336, to a 5/8-inch iron rod with cap stamped "E.H.R.&A. 713-784-4500" for an interior corner of the herein described tract from which a found 1-1/2-inch iron pipe bears South 43°44" West, 1.0 feet;

THENCE South 03° 07'40" East, a distance of 1320.57 feet, along the East line of said called 20.0 acre tract, to a 5/8-inch iron rod with cap stamped "Brown & Gay" found in the right-of-way of an unimproved 40-foot wide roadway as shown on the Allison-Richey Gulf Coast Home Company plat recorded in Volume 2, Page 98 of the Brazoria County Map Records, for the most south southeast corner of the herein described tract;

THENCE South 86°33'32" West, a distance of 1322.77 feet, with a south line of said called 522.82 acre tract, to a 1/2-inch iron rod found for the southwest corner of the herein described tract;

THENCE North 03°12'41" West, a distance of 2639.78 feet, with the west line of said called said called 522.82 acre tract, to the POINT OF BEGINNING and containing 114.00 acres of land.

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Official Records of  
ARIZONA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 128.00

*Joyce Hudman*

**FIRST AMENDMENT TO  
SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SOUTHERN TRAILS, PEARLAND, TEXAS**

THE STATE OF TEXAS     §  
  §                    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

WHEREAS, CL ASHTON WOODS, L.P., a Texas limited partnership (the "Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Declaration"), on August 17, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County's Clerk's File No. 2005049027; and

WHEREAS, Declarant executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, on January 31, 2006, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2006009972 (the "Second Supplement") thereby causing the Declaration to encumber the real property more particularly described therein (the "Annexed Property"); and

WHEREAS, Article XII, Section 12.02(a) of the Declaration provides that during the time that the Declarant is the owner of any lot in the Southern Trails Subdivision, the Declarant may amend or change this Declaration with a consent of at least fifty-one percent (51%) of the outstanding votes of the Southern Trails Residential Association, Inc., a Texas non-profit corporation (the "Association"), regardless of class; and

WHEREAS, pursuant to Article III, Section 3.02 of the Declaration, the Declarant has six (6) votes for each Lot in the Southern Trails Subdivision that it owns until the expiration of the Declarant Control Period (as that term is defined in Article III, Section 3.02 of the Declaration and herein called the "Declarant Control Period"); and

WHEREAS, the Declarant Control Period has not expired; and

WHEREAS, Declarant desires to amend the Second Supplement in connection with the minimum square footage of dwellings constructed on a Lot in the Annexed Property;

NOW, THEREFORE, effective as of the date of the Second Supplement, the following provisions are hereby added to the Second Supplement.

1. Notwithstanding anything contained in the Declaration to the contrary, the dwelling constructed on the following lots in the Annexed Property may contain less than sixteen hundred (1,600) square feet but must contain a minimum of one thousand three hundred forty-five (1,345) square feet:

- a. Lot Twenty-eight (28), in Block Four (4) of Southern Trails West, Section Two (2).
- b. Lot Fourteen (14), in Block Five (5) of Southern Trails West, Section Two (2).

2. Notwithstanding anything contained in the Declaration to the contrary, the dwelling constructed on the following lots in the Annexed Property may contain less than sixteen hundred (1,600) square feet but must contain a minimum of one thousand five hundred three (1,503) square feet:

- a. Lot Six (6), in Block Four (4) of Southern Trails West, Section Two (2).
- b. Lot Seventeen (17), in Block Five (5) of Southern Trails West, Section Two (2).
- c. Lot One (1), in Block Three (3) of Southern Trails West, Section Three (3).


Except as herein expressly amended, all other terms and provisions of the Second Supplement and the Declaration are hereby ratified and reaffirmed.

The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

CL ASHTON WOODS, L.P., a Texas limited partnership

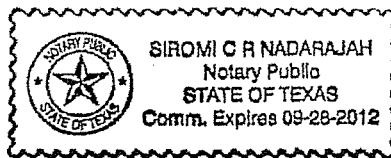
By: CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner

By:   
 Name: THOMAS A. BURLISON  
 Title: EXECUTIVE VICE PRESIDENT

THE STATE OF TEXAS      §  
    §  
 COUNTY OF DALLAS      §  
    §

This instrument was acknowledge before me on February 6, <sup>2012</sup>~~2011~~, by Thomas H. Burlison, Executive Vice, President of CL Texas I GP, L.L.C., a Texas limited liability company, the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

Siromi C. R. Nadarajah  
 Notary Public in and for the State of Texas



*AFTER RECORDING, RETURN TO:*

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057  
122417-36

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Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 24.00

*Joyce Hudman*

AFTER RECORDING RETURN TO:  
Tim Hagen  
Glast, Phillips & Murray, P.C.  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, TX 76240

**THIRD SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTHERN TRAILS, PEARLAND, TEXAS**

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (this "Supplement") is made by CLASHTON WOODS, L.P., a Texas limited partnership ("Declarant"), as of the 23<sup>rd</sup> day of May, 2009.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Original Declaration"), dated August 17, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049027; and

WHEREAS, Declarant executed that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated August 23, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049028 (the "First Supplement"); and

WHEREAS, Declarant executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated January 31, 2006, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2006009972 (the "Second Supplement"). The Original Declaration, the First Supplement, and the Second Supplement are herein referred to as the "Declaration"; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration of filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, Declarant is or was the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Declarant desires to add the Annexed Property to the scheme of the Declaration; and

WHEREAS, Declarant executes this Supplement to supplement the covenants, conditions, restrictions, charges, and liens imposed by the Declaration in order to create and carry out a uniform plan for the improvement, development, and sale of the Annexed Property for the benefit of the present and future owners of the Annexed Property and the other property covered by the Declaration.


NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation - Managing General Partner


By:   
Name: Eric Robinson  
Title: Division President

STATE OF TEXAS                   §  
   §  
   §  
   §  
COUNTY OF HARRIS           §

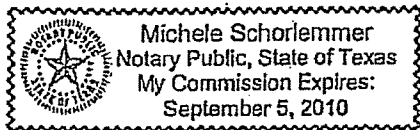
This instrument was acknowledged before me on May 26<sup>th</sup>, 2009, by Eric Robinson, Division President of AW SOUTHERN TRAILS, INC., a Texas corporation and the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

My Commission Expires:

9-5-2010

  
Notary Public, State of Texas

Michele Schorlemmer  
(Printed or Typed Name of Notary)





**EXHIBIT "A"**

**(Description of Annexed Property)**

Southern Trails Phase 1, Section 5, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2005071323.

Southern Trails Phase 1, Section 6, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2008001371.

Southern Trails Phase 1, Section 7, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2007035728.

Southern Trails Phase 1, Section 8, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2007035733.

Southern Trails Phase 1, Section 9A, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2008020442.

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BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 24.00

*Joyce Hudman*

AFTER RECORDING RETURN TO:  
Tim Hagen  
Glast, Phillips & Murray, P.C.  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, Texas 75240

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED  
AND BILL OF SALE**

STATE OF TEXAS           §  
                                      §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

THAT, CL ASHTON WOODS, L.P., a Texas limited partnership (hereinafter referred to as "Grantor" whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned in hand paid by SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation (hereinafter referred to as "Grantee"), whose address is 11375 W. Sam Houston Parkway S., Suite 100, Houston, Texas 77031, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY to Grantee the following described property, together with all improvements thereon situated in Brazoria County, Texas, to wit:

Those tracts or parcels of land being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

This conveyance is made and accepted subject to the restrictive covenants evidenced by that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated August 17, 2005, recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049027, as supplemented by First Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated August 23, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049028, and by Second Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated January 31, 2006, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2006009972 (hereinafter referred to, together with any amendment and supplement thereto, as the "Declaration"), and any and all other restrictions, conditions, covenants, easements, and reservations, if any, now on file or of record in the Real Property Records of Brazoria County, Texas, to the extent same are valid, subsisting and affect the Property.

DOMINION TITLE, L.L.C.  
GF Conveyance Att/ D/HM 80

This Property is hereby conveyed to be held by Grantee as "Common Properties" as defined in the Declaration. Grantee, by its signature below, accepts the Property and agrees to hold the Property as Common Properties (as such term if defined in the Declaration).

**TO HAVE AND TO HOLD**, subject as aforesaid, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns, and Grantor does hereby bind Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof by, through, or under Grantor, but not otherwise.

Ad valorem taxes applicable to the Property have been paid up to, and including the year 2008, and ad valorem taxes applicable to the Property for the current year have been estimated and prorated by Grantor and Grantee. Grantee hereby assumes payment of ad valorem taxes for the year 2009.

In addition to the Property conveyed herein, Grantor does hereby assign, transfer and convey to Grantee all of Grantor's right, title and interest (if any) in and to all improvements, fixtures, fittings, furniture, appliances, apparatus, equipment, machinery, contract rights, claims, warranties and guaranties, and other items of personal property, both tangible and intangible (excluding cash), affixed or attached to the Property or the property of others upon which Grantee currently has an easement, including, but not limited to any of the following: screening walls and fences, masonry columns, sidewalks, trees, shrubs, ground cover, grass and irrigation systems, and landscape lighting.

GRANTOR EXPRESSLY DISCLAIMS AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED MAKING ANY REPRESENTATIONS, WARRANTIES, OR ASSURANCES WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (EXCEPT AS SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRANTEE ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS, AND WITHOUT WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY SPECIFIC PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

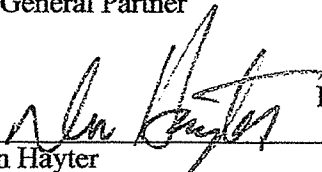
{signature page follows}

EXECUTED AND DELIVERED on this the 30<sup>th</sup> day of December, 2009.

**GRANTOR:**

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation,  
Managing General Partner

 By:  
\_\_\_\_\_  
Don Hayter  
Authorized Representative

**GRANTEE:**

SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By:  \_\_\_\_\_  
Mark Janik  
President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

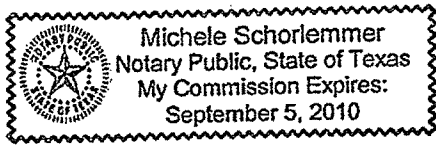
This instrument was acknowledged before me on December 30th, 2009, by DON HAYTER, an authorized representative of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

Michele Schorlemmer  
Notary Public, State of Texas

My Commission Expires:

9-5-2010

Michele Schorlemmer  
(Printed or Typed Name of Notary)

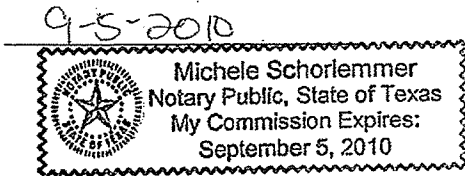


STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on December 30<sup>th</sup>, 2009, by MARK JANIK, President of SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Michele Schorlemmer  
Notary Public, State of Texas

My Commission Expires:



Michele Schorlemmer  
(Printed or Typed Name of Notary)

**EXHIBIT "A"**

**(the Property)**

Reserve "C" and "D" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 1, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2005042703 of the Official Records, Brazoria County, Texas.

Reserve "C" of SOUTHERN TRAILS PHASE 1, SECTION 2, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2005042710 of the Official Records, Brazoria County, Texas.

Reserve "A" of Block 4, Reserve "B" and Reserve "C" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 4, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2005042729 of the Official Records, Brazoria County, Texas.

Reserve "A" and "B" of Block 1 and Reserve "C" of Block 2 of SOUTHERN TRAILS PHASE 1, SECTION 6, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2008001371 of the Official Records, Brazoria County, Texas.

Reserve "A" and "B" of Block 2 and Reserve "C" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 7, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2007035728 of the Official Records, Brazoria County, Texas.

Reserve "A" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 8, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2007035733 of the Official Records, Brazoria County, Texas.

Reserve "A", Reserves "B", "C", "D", "E", "F" and "G" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 9A, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2008020442 of the Official Records, Brazoria County, Texas.

Reserves "A" and "B" of Block 1 of SOUTHERN TRAILS PHASE 1, SECTION 10, an addition to the City of Pearland, Brazoria County, Texas, according to the final plat thereof recorded under Document NO. 2009028804 of the Official Records, Brazoria County, Texas





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Doc# 2009057158  
# Pages 6  
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Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 32.00

*Joyce Hudman*

AFTER RECORDING RETURN TO:  
Tim Hagen  
Glast, Phillips & Murray, P.C.  
2209 One Galleria Tower  
13355 Noel Road  
Dallas, TX 75240

**FOURTH SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SOUTHERN TRAILS, PEARLAND, TEXAS**

THIS FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (this "Supplement") is made by CL ASHTON WOODS, L.P., a Texas limited partnership ("Declarant"), as of the 31<sup>st</sup> day of JULY, 2009.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Original Declaration"), dated August 17, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049027; and

WHEREAS, Declarant executed that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated August 23, 2005, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2005049028 (the "First Supplement"); and

WHEREAS, Declarant executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated January 31, 2006, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2006009972 (the "Second Supplement"); and

WHEREAS, Declarant executed that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, dated May 29, 2009, and recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's File No. 2009023341 (the "Third Supplement"). The Original Declaration, the First Supplement, the Second Supplement, and the Third Supplement are herein referred to as the "Declaration"; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration of filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, Declarant is or was the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Declarant desires to add the Annexed Property to the scheme of the Declaration; and

DOMINION TITLE, L.L.C.  
OF Courtesy, CS/OTM & U

THIS DOCUMENT HAS BEEN  
ELECTRONICALLY RECORDED


WHEREAS, Declarant executes this Supplement to supplement the covenants, conditions, restrictions, charges, and liens imposed by the Declaration in order to create and carry out a uniform plan for the improvement, development, and sale of the Annexed Property for the benefit of the present and future owners of the Annexed Property and the other property covered by the Declaration.

NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

The Declaration, as expressly supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

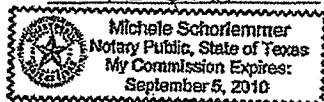
By:   
Eric Robinson,  
Authorized Representative

STATE OF TEXAS        §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on July 31, 2009, by ERIC ROBINSON, an Authorized Representative of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entity.

My Commission Expires:

9-5-2010



  
Notary Public, State of Texas

Michele Schorlemmer  
(Printed or Typed Name of Notary)

**EXHIBIT "A"**

**(Description of Annexed Property)**

Southern Trails Phase 1, Section 10, an addition to the City of Pearland, according to the map or plat thereof recorded in the Official Records of Brazoria County, Texas, under Document No. 2009028804.

FIFTH SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTHERN TRAILS, PEARLAND, TEXAS  
(Section 11)

STATE OF TEXAS            §  
  §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA §

THIS FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN TRAILS, PEARLAND, TEXAS (Section 11) (this "Supplement") is made this 21<sup>st</sup> day of December, 2011, by CL ASHTON WOODS, L.P., a Texas limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas on August 17, 2005, as File No. 2005049027 of the Real Property Records of Brazoria County, Texas (the "Declaration"); and

WHEREAS, Article II, Section 2.02(a) of the Declaration provides that the Declarant may add or annex additional real property to the scheme of the Declaration and to the jurisdiction of the Southern Trails Residential Association, Inc., a Texas non-profit corporation (the "Association") by filing of record a Supplemental Declaration; and

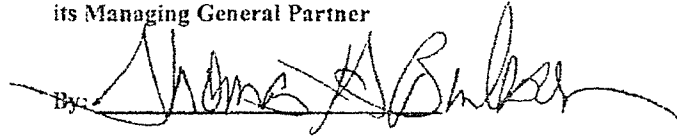
WHEREAS, the Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Annexed Property"), and Declarant desires to annex the Annexed Property to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by the signature of its duly authorized agent hereinbelow; and

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, the Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, a duly authorized agent of the Declarant has executed this Supplement as of the date first written above.

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C.,  
its Managing General Partner

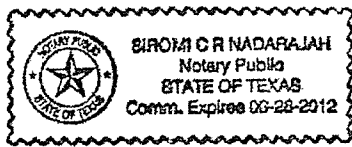
By: 

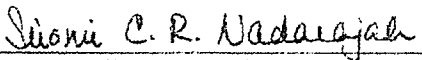
Printed Name: Thomas H. Burleson,  
Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §  
                  DALLAS §  
COUNTY OF ~~HARRIS~~ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 21<sup>st</sup> day of December, 2011, personally appeared Thomas H. Burleson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said partnership.



  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

Supplement/Southern Trails/FifthSupp Section 11, 12.21.11

SOUTHERN TRAILS, SEC. 11

METES AND BOUNDS DESCRIPTION  
OF 23.16 ACRES OF LAND  
IN THE H.T. & B. R.R. COMPANY SURVEY, SEC. 80, A-564  
BRAZORIA COUNTY, TEXAS

All that certain 23.16 acres of land, out of the 522.62 acre tract described in the deed from Ashton Southern Trails Joint Venture to CL Ashton Woods, L.P., recorded under Doc. # 2005 016204, in the Official Records of Brazoria County, Texas, in the H.T. & B. R.R. Company Survey, Sec. 80, A-564, Brazoria County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on Texas State Plane Coordinate System, South Central Zone NAD 83)

**BEGINNING** at a 5/8" iron rod found for the south end of the southeast right-of-way cutback curve at the intersection of Southern Trails Drive (60' R.O.W.) and Leafstone Lane (50' R.O.W.), common to a point on a non-tangent curve to the right, having a central angle of 86° 59' 56", a chord bearing and distance of North 62° 58' 01" East - 34.42', and a radius of 25.00';

**THENCE** along said curve to the right, along said southeast right-of-way cutback curve, in a northeasterly direction, an arc distance of 37.96', to a 5/8" iron rod found for the east end of said cutback curve, in the south right-of-way line of said Southern Trails Drive, common to the Point of Reverse Curvature of a curve to the left, having a central angle of 05° 40' 28", a chord bearing and distance of South 76° 22' 15" East - 92.07', and a radius of 930.00';

**THENCE** along said curve to the left, along said south right-of-way line, in an easterly direction, an arc distance of 92.10', to the northeast corner of the herein described tract;

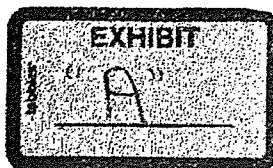
**THENCE** South 10° 47' 32" West - 72.00' to an angle corner of the herein described tract;

**THENCE** South 08° 21' 14" West - 137.26' to an angle corner of the herein described tract;

**THENCE** South 01° 00' 57" East - 142.96' to an angle corner of the herein described tract;

**THENCE** South 44° 31' 34" West - 98.31' to an angle corner of the herein described tract;

**THENCE** South 25° 09' 44" East - 183.11' to an angle corner of the herein described tract;



Page 2 - SOUTHERN TRAILS, SEC. 11

**THENCE** South 29° 25' 47" East - 80.81' to a an angle corner of the herein described tract;

**THENCE** South 06° 33' 27" West - 183.46' to an angle corner of the herein described tract;

**THENCE** South 04° 20' 05" West - 135.60' to an angle corner of the herein described tract;

**THENCE** South 03° 11' 19" East - 69.48' to an angle corner of the herein described tract;

**THENCE** South 03° 17' 19" East - 441.35' to the southeast corner of the herein described tract;

**THENCE** South 86° 42' 41" West - 274.91' to the most southerly southwest corner of the herein described tract;

**THENCE** North 03° 17' 19" West - 170.17' to an angle corner of the herein described tract;

**THENCE** North 86° 42' 41" East - 21.63' to an angle corner of the herein described tract;

**THENCE** North 03° 17' 19" West - 115.00' to an angle corner of the herein described tract;

**THENCE** South 86° 42' 41" West - 306.92' to an angle corner of the herein described tract;

**THENCE** North 03° 17' 19" West - 169.69' to an angle corner of the herein described tract;

**THENCE** South 86° 42' 41" West - 6.43' to an angle corner of the herein described tract;

**THENCE** North 03° 17' 19" West - 137.87' to an angle corner of the herein described tract;

**THENCE** North 05° 14' 30" West - 155.19' to an angle corner of the herein described tract;

**THENCE** North 06° 24' 42" East - 63.54' to an angle corner of the herein described tract;

**THENCE** North 30° 02' 28" East - 63.41' to an angle corner of the herein described tract;



Page 3 - SOUTHERN TRAILS, SEC. 11

THENCE North 53° 38' 49" East - 63.41' to an angle corner of the herein described tract;

THENCE North 24° 33' 01" West - 170.00' to a point on a non-tangent curve to the right, having a central angle of 02° 40' 54", a chord bearing and distance of North 66° 47' 26" East - 15.21', and a radius of 325.00';

THENCE along said curve to the right, in an easterly direction, an arc distance of 15.21', to the end of curve;

THENCE North 21° 52' 07" West - 118.00' to an angle corner of the herein described tract;

THENCE North 78° 43' 00" West - 17.08' to an angle corner of the herein described tract;

THENCE South 60° 18' 59" West - 210.34' to an angle corner of the herein described tract;

THENCE North 29° 41' 01" West - 49.66' to an angle corner of the herein described tract;

THENCE South 85° 00' 04" West - 129.93' to an angle corner of the herein described tract;

THENCE South 20° 20' 19" West - 27.45' to a point on a non-tangent curve to the left, having a central angle of 90° 28' 44", a chord bearing and distance of South 65° 05' 57" West - 71.01', and a radius of 50.00';

THENCE along said curve to the left, in a westerly direction, an arc distance of 78.96', to the end of curve;

THENCE North 73° 00' 22" West - 95.97' to an angle corner of the herein described tract;

THENCE South 52° 22' 51" West - 28.83' to an angle corner of the herein described tract;

THENCE South 06° 49' 50" West - 10.25' to an angle corner of the herein described tract;

THENCE South 85° 15' 39" West - 127.03' to an angle corner of the herein described tract;

Page 4 - SOUTHERN TRAILS, SEC. 11

**THENCE** South  $41^{\circ} 59' 48''$  West - 19.91' to a point on a non-tangent curve to the left, having a central angle of  $82^{\circ} 43' 49''$ , a chord bearing and distance of North  $89^{\circ} 22' 07''$  West - 66.09', and a radius of 50.00';

**THENCE** along said curve to the left, in a westerly direction, an arc distance of 72.20', to the end of curve;

**THENCE** North  $40^{\circ} 44' 01''$  West - 20.00' to an angle corner of the herein described tract;

**THENCE** North  $87^{\circ} 38' 00''$  West - 113.21' to an angle corner of the herein described tract;

**THENCE** South  $86^{\circ} 44' 13''$  West - 23.58' to the most westerly southwest corner of the herein described tract;

**THENCE** North  $03^{\circ} 15' 47''$  West - 27.64' to an angle corner of the herein described tract;

**THENCE** North  $03^{\circ} 15' 19''$  West - 238.02' to the northwest corner of the herein described tract, in a south line of SOUTHERN TRAILS PHASE 1 SEC. 6, according to the plat thereof recorded under Doc # 2008 001371, in the Official Public Records of Brazoria County, Texas;

**THENCE** North  $86^{\circ} 47' 10''$  East - 9.08', along said south line, to an angle corner of the herein described tract;

**THENCE** South  $50^{\circ} 05' 45''$  East - 136.24', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $81^{\circ} 08' 50''$  East - 291.14', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $76^{\circ} 14' 35''$  East - 131.31', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $70^{\circ} 39' 08''$  East - 131.31', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $65^{\circ} 03' 40''$  East - 131.31', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $59^{\circ} 28' 13''$  East - 284.07', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North  $25^{\circ} 34' 10''$  East - 125.69', continuing along said south line, to an angle corner of the herein described tract;

**THENCE** North 38° 45' 18" East - 67.77', continuing along said south line, to the north corner of the herein described tract, in the southwest right-of-way line of aforesaid Southern Trails Drive, common to a point on a non-tangent curve to the left, having a central angle of 01° 21' 07", a chord bearing and distance of South 51° 55' 30" East - 24.30', and a radius of 1030.00';

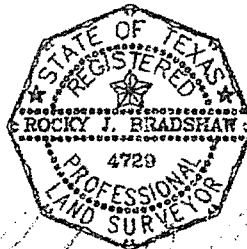
**THENCE** along said curve to the left, continuing along said south right-of-way line, in a southeasterly direction, an arc distance of 24.30', to the Point of Compound Curvature of a curve to the left, having a central angle of 14° 55' 50", a chord bearing and distance of South 60° 03' 58" East - 241.66', and a radius of 930.00';

**THENCE** along said curve to the left, in a southeasterly direction, continuing along said south right-of-way line, an arc distance of 242.34', to the west end of the southwest right-of-way cutback curve at the intersection of said Southern Trails Drive and aforesaid Leafstone Lane, common to the Point of Reverse Curvature of a curve to the right, having a central angle of 86° 59' 56", a chord bearing and distance of South 24° 01' 55" East - 34.42', and a radius of 25.00';

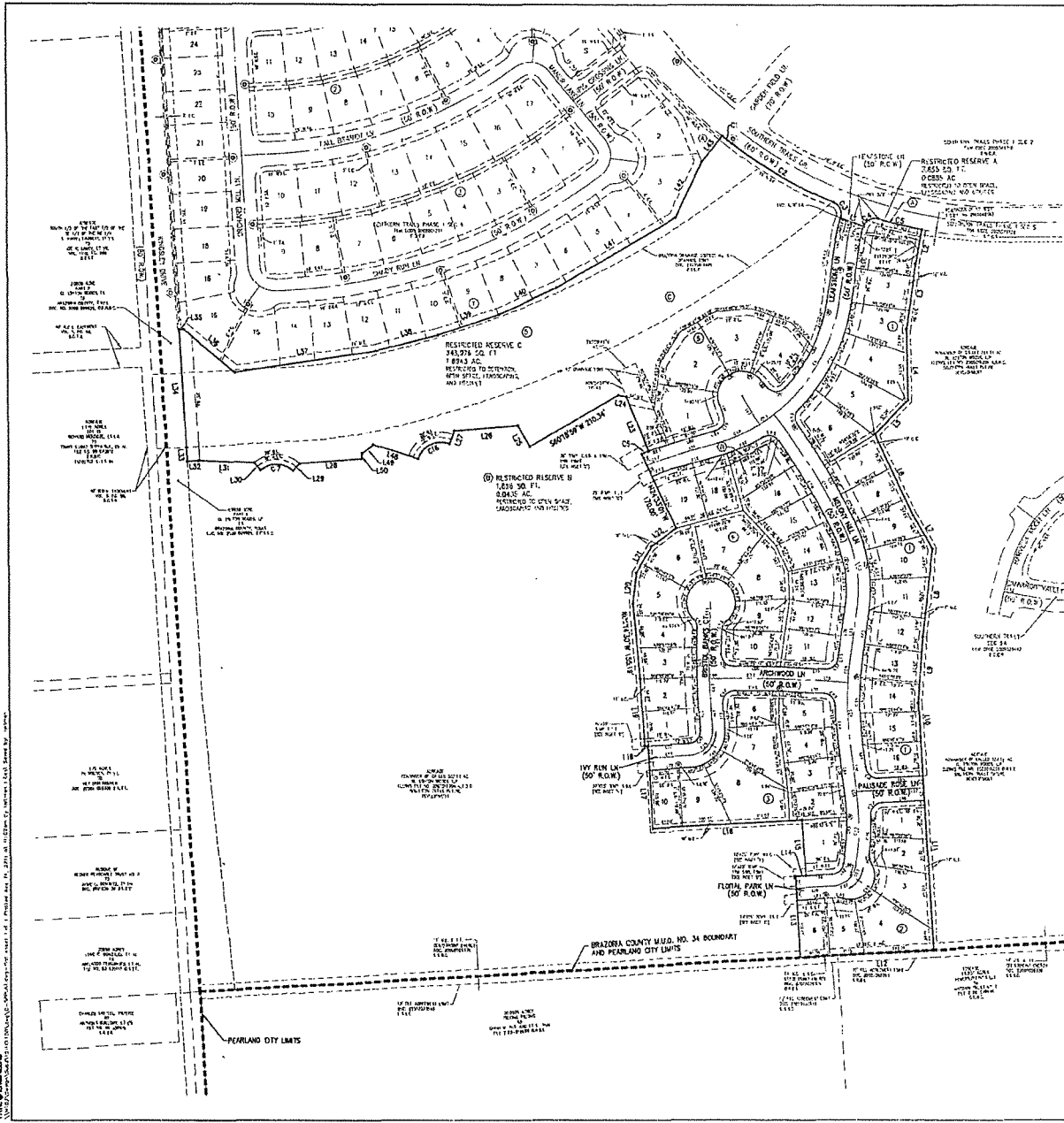
**THENCE** along said curve to the right, along said southwest right-of-way cutback curve, in a southerly direction, an arc distance of 37.96', to a 5/8" iron rod found for the south end of said cutback curve, in the west right-of-way line of said Leafstone Lane;

**THENCE** South 70° 31' 57" East - 50.00' to the **POINT OF BEGINNING** of the herein described tract and containing 23.16 acres of land.

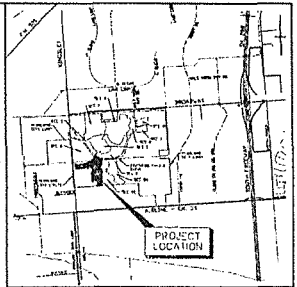
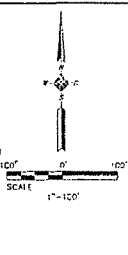
Prepared by:  
PATE SURVEYORS  
a division of  
Pate Engineers, Inc.  
Job No. 1511-017-00-550



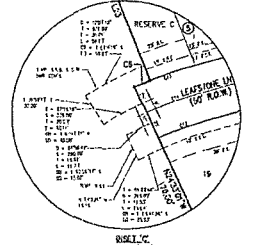
*Rocky J. Bradshaw*  
\_\_\_\_\_  
Certification Date  
October 5, 2006



- GENERAL NOTES:**
- APPROXIMATELY 7 SHEETS.
  - ALL "X" INDICATES CENTRAL MARKS.
  - "T.M." INDICATES TYPICAL MARKS.
  - "P.M." INDICATES POINTS.
  - "I.C." INDICATES INTERSECTION.
  - "E.C." INDICATES END OF CURVE.
  - "B.C." INDICATES BEGINNING OF CURVE.
  - "S.C." INDICATES START OF CURVE.
  - "M.C." INDICATES MIDDLE OF CURVE.
  - "Q.C." INDICATES QUARTER POINT.
  - "T.C." INDICATES TANGENT POINT.
  - "P.C." INDICATES POINT OF CURVATURE.
  - "P.T." INDICATES POINT OF TANGENCY.
  - "P.I." INDICATES POINT OF INTERSECTION.
  - "P.O." INDICATES POINT OF ORIGIN.
  - "P.D." INDICATES POINT OF DIRECTION.
  - "P.A." INDICATES POINT OF ALIGNMENT.
  - "P.L." INDICATES POINT OF LOCATION.
  - "P.S." INDICATES POINT OF SIGHT.
  - "P.V." INDICATES POINT OF VIEW.
  - "P.W." INDICATES POINT OF WARNING.
  - "P.E." INDICATES POINT OF ENTRY.
  - "P.X." INDICATES POINT OF EXIT.
  - "P.Y." INDICATES POINT OF YIELD.
  - "P.Z." INDICATES POINT OF ZONE.
  - "P.A." INDICATES POINT OF AREA.
  - "P.V." INDICATES POINT OF VOLUME.
  - "P.W." INDICATES POINT OF WEIGHT.
  - "P.S." INDICATES POINT OF SURFACE.
  - "P.L." INDICATES POINT OF LENGTH.
  - "P.T." INDICATES POINT OF THICKNESS.
  - "P.I." INDICATES POINT OF INCLINATION.
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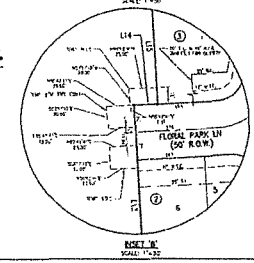
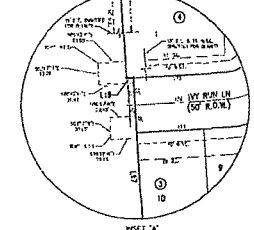


(KEY MAP # 612 O&R BRAZORIA COUNTY)  
VICINITY MAP  
SCALE 1" = 3,000'



STREET LANDS	LAND USE TABLE	AVG. DENSITY	AV. D. SQ. FT.
(A)	OPEN SPACE	0.0885	3,655
(B)	LANDSCAPE/ACTIVITIES	0.0423	1,689
(C)	RECREATION/OPEN SPACE/ LANDSCAPE/ACTIVITIES	0.0143	34,878

- THESE ARE 10 STREET LIGHTS ON THIS SITE.
- THIS TRAIL 10' IN 19' 20" X OF THE PAVED SURFACE RATE IS, UNDESIGNED 4' WIDE FOR BRAZORIA COUNTY, TEXAS, DATED JAN. 2, 1989, CONTAINING THE BRAZORIA COUNTY PUBLIC WORKS ADMINISTRATION FOR ROAD RATION INFORMATION.
- DEVELOPMENT:
  - 1. CITY OF PEARLAND PLANNING DEPARTMENT, 1000 WEST 10TH STREET, PEARLAND, TEXAS 77584.
  - 2. CITY OF PEARLAND PLANNING DEPARTMENT, 1000 WEST 10TH STREET, PEARLAND, TEXAS 77584.
  - 3. CITY OF PEARLAND PLANNING DEPARTMENT, 1000 WEST 10TH STREET, PEARLAND, TEXAS 77584.
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REASON FOR REPLAT:  
TO UNITE 55 SINGLE FAMILY RESIDENTIAL LOTS IN 5 BLOCKS, LANDSCAPE/OPEN SPACE RESERVES AND PUBLIC STREET RIGHT-OF-WAY AND TO ABANDON ALL PORTIONS OF THE RESERVE AND TO ALL RIGHTS AND RIGHT-OF-WAY CREATED BY, FOR THE, FROM, BEHIND AND FOR THE, PERMITS, B.C.P.R., BUT ONLY TO THE EXTENT THAT SUCH DOCUMENTS AFFECT THE PROPERTY WHICH IS THE SUBJECT OF THIS REPLAT.

13700 Block of Southern Trails Drive  
FINAL PLAT  
**SOUTHERN TRAILS SEC. 11**  
A SUBDIVISION OF  
23.16 ACRES  
CONTAINING  
55 LOTS, 5 BLOCKS & 3 RESTRICTED RESERVES  
OUT OF THE  
H.T.&H.R.R. CO. SURVEY, SEC. 00, A-564  
CITY OF PEARLAND  
BRAZORIA COUNTY, TEXAS  
ALSO BEING OUT OF THE  
ALLISON-RICHIE GULF COAST HOME COMPANY SUBDIVISION,  
PART OF LOTS 9, 13, 14, 15, & 23, BLOCK 00,  
AS RECORDED IN VOLUME 2, PAGE 98, B.C.P.R.  
OWNER: C.I. ASHTON WOODS, L.P.  
OWNER: BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT No. 34  
LAND PLANNER: KERRY R. GILBERT & ASSOCIATES, INC.  
SURVEYOR: PATE SURVEYORS  
ENGINEER: PATE ENGINEERS, INC.



e-Recording  
Doc# 2011052323  
# Pages 10  
12/22/2011 08:32:14 AM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 48.00

*Joyce Hudman*



be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

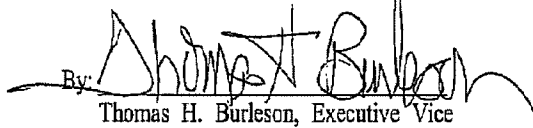
**EXECUTED** as of the date first written above.

**DECLARANT:**

**CL ASHTON WOODS, L.P.**, a Texas limited partnership

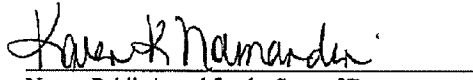
By: **CL Texas I GP, LLC**, a Texas limited liability company, its Managing General Partner

By: **Forestar (USA) Real Estate Group, Inc.**, a Texas corporation, its sole Member

By:   
Thomas H. Burleson, Executive Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 20<sup>th</sup> day of November, 2012, personally appeared Thomas H. Burleson, Executive Vice President of Forestar (USA) Real Estate Group, Inc., a Texas corporation, sole Member of CL Texas I GP, LLC, a Texas limited liability company, Managing General Partner of CL Ashton Woods, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said entities.

  
Notary Public in and for the State of Texas





**ACCEPTED AND AGREED TO:**

**ASSOCIATION:**

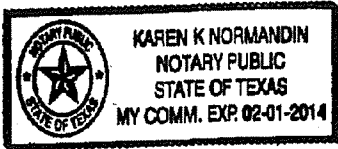
**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: Thomas H. Burleson  
Name: Thomas H. Burleson  
Title: Executive Vice President

THE STATE OF TEXAS       §  
                                  DALLAS       §  
COUNTY OF ~~BRAZORIA~~   §

This instrument was acknowledged before me on this 20<sup>th</sup> day of November, 2012, by Thomas H. Burleson, President of Southern Trails Residential Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Karen K Normandin  
Notary Public, State of Texas



**AFTER RECORDING, RETURN TO:**

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057  
File No.: 122417-01

**EXHIBIT "A"**

July 23, 2012  
Job No. 1021-0202-310

**DESCRIPTION OF  
16.79 ACRES  
SOUTHERN TRAILS SECTION 12**

Being 16.79 acres of land located in the H.T. & B. R.R. Co. Survey, Section 80, AKA J. S. Talmage Survey, Abstract No. 564, Brazoria County, Texas, being all of Lot 32 and a portion of Lots 6, 7, 8, 16, 17, and 18 of said Section 80, of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records, of said Brazoria County, more particularly being a portion of the residue of that certain called 522.62 acre tract conveyed to CL Ashton Woods, L.P. by an instrument of record under File Number 2005016204, Official Records of Brazoria County, Texas (B.C.O.R.), said 16.79 acre tract being more particularly described by metes and bounds as follows, all bearings referenced to Southern Trails Phase 1, Sec. 4, a subdivision of record under Document Number 2005042729, B.C.O.R.:

COMMENCING for reference at the northeast corner of that certain called 0.9659 acre tract (described in Part 1) conveyed to Brazoria County, Texas for the widening of County Road 48 by an instrument of record under Document Number 2008029929, Official Public Records of said Brazoria County, Texas (B.C.O.P.R.), said point being on the southerly line of that certain called 4.9169 acre drainage easement (described as Tract 1) of record under File Numbers 2005017485 and 2005031558, B.C.O.R.;

Thence, South 03° 15' 47" East, with the east line of said 0.9659 acre tract, departing the southerly line of said 4.9169 acre tract, 27.54 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North 86° 44' 13" East, departing said east line, 23.58 feet to a point for corner;

Thence, South 87° 38' 00" East, 113.21 feet to a point for corner;

Thence, South 40° 44' 01" East, 20.00 feet to a point for corner, the beginning of a curve;

Thence, 72.20 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, a central angle of 82° 43' 49", and a chord which bears South 89° 22' 07" East, 66.09 feet to a point for corner;

Thence, North 41° 59' 48" East, 19.91 feet to a point for corner;

Thence, North 85° 15' 39" East, 127.03 feet to a point for corner;

Thence, North 06° 49' 50" East, 10.25 feet to a point for corner;

Thence, North 52° 22' 51" East, 28.83 feet to a point for corner;

Thence, South 73° 00' 22" East, 95.97 feet to a point for corner, the beginning of a curve;

Thence, 78.96 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, a central angle of 90° 28' 44", and a chord which bears North 65° 05' 57" East, 71.01 feet to a point for corner;

Thence, North 20° 20' 19" East, 27.45 feet to a point for corner;

Thence, North 85° 00' 04" East, 129.93 feet to a point for corner;

Thence, South 29° 41' 01" East, 49.66 feet to a point for corner;

Thence, North 60° 18' 59" East, 210.34 feet to a point for corner;

Thence, South 78° 43' 00" East, 17.08 feet to a point for corner;

Thence, South 21° 52' 07" East, 118.00 feet to a point for corner, the beginning of a curve;

Thence, 15.21 feet along the arc of a non-tangent curve to the left, having a radius of 325.00 feet, a central angle of 02° 40' 54", and a chord which bears South 66° 47' 26" West, 15.21 feet to a point for corner;

Thence, South 24° 33' 01" East, 170.00 feet to a point for corner;

Thence, South 53° 38' 49" West, 63.41 feet to a point for corner;

Thence, South 30° 02' 28" West, 63.41 feet to a point for corner;

Thence, South 06° 24' 42" West, 63.54 feet to a point for corner;

Thence, South 05° 14' 30" East, 155.19 feet to a point for corner;

Thence, South 03° 17' 19" East, 137.87 feet to a point for corner;

Thence, North 86° 42' 41" East, 6.43 feet to a point for corner;

Thence, South 03° 17' 19" East, 169.69 feet to a point for corner;

Thence, South 86° 42' 41" West, 493.08 feet to a point for corner;

Thence, North 85° 04' 46" West, 61.63 feet to a point for corner;

Thence, North 73° 57' 14" West, 78.25 feet to a point for corner;

Thence, North 82° 44' 43" West, 228.82 feet to a point for corner;

Thence, South 83° 36' 43" West, 40.30 feet to a point for corner on the east line of the aforesaid 0.9659 acre tract;

Thence, along the east line of said 0.9659 acre tract the following three courses:

1. North 06° 23' 17" West, 54.21 feet to a point for corner, the beginning of a curve;
2. 268.48 feet along the arc of a non-tangent curve to the right, having a radius of 4909.99 feet, a central angle of 03° 07' 58", and a chord which bears North 04° 48' 30" West, 268.44 feet to a point for corner;
3. North 03° 15' 47" West, 412.79 feet to the POINT OF BEGINNING and containing 16.79 acres of land.

This description is based on record information only and does not reflect an on the ground survey.  
Corner monuments were not set at the client's request.

LJA Engineering, Inc.





## FILED and RECORDED

Instrument Number: 2012053176

Filing and Recording Date: 11/21/2012 09:15:56 AM Pages: 10 Recording Fee: \$48.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



*Joyce Hudman*

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-jkeels



**HOOVER SLOVACEK LLP**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

SAN FELIPE PLAZA

5847 SAN FELIPE, SUITE 2200

HOUSTON, TEXAS 77057-3198

(713) 977-8686

FAX (713) 977-5395

REPLY TO:  
P.O. BOX 4547  
HOUSTON, TEXAS 77210-4547

MARK K. KNOP

BOARD CERTIFIED-COMMERCIAL REAL ESTATE LAW  
BOARD CERTIFIED-RESIDENTIAL REAL ESTATE LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

knop@hooverslovacek.com

February 21, 2013

**VIA EMAIL: (JustineKlinke@forestargroup.com)**

**AND U.S. FIRST CLASS MAIL**

Ms. Justine Klinke

Forestar Group, Inc.

3355 West Alabama, Suite 1240

Houston, Texas 77098

Re: Seventh Supplemental Declaration of Covenants, Conditions and Restrictions for  
Southern Trails Section 9B (the "Supplemental Declaration")

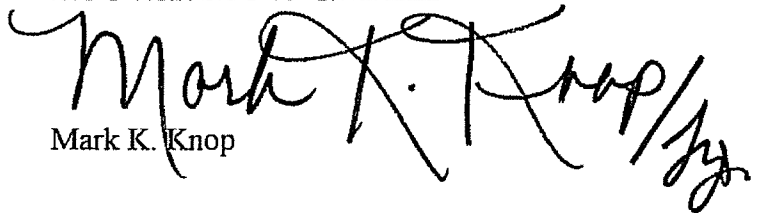
Dear Justine:

Enclosed is the original and recorded copy of the Supplemental Declaration. As you can see,  
it was recorded in the Real Property of Brazoria County, Texas, on February 19, 2003, under County  
Clerk's File No. 2013007986.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**HOOVER SLOVACEK LLP**

  
Mark K. Knop

MKK/tmj  
Enclosure

**SEVENTH SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHERN TRAILS, SECTION 9B  
PEARLAND, TEXAS**

THE STATE OF TEXAS     §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails (as supplemented and amended, the "Declaration") dated August 17, 2005, and executed by CL Ashton Woods, L.P., a Texas limited partnership (the "Declarant") and recorded in the Office of the County Clerk of Brazoria County, Texas, under Clerk's File No. 2005049027 on August 23, 2005, subjects Southern Trails (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Article II, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of the Declaration to such property and that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties; and

WHEREAS, the Declarant is the owner of that certain real property platted as Southern Trails, Section 9B and filed of record in the Real Property Records of Brazoria County, Texas, under Clerk's File Number 2013002285 (the "Annexation Property"); and

WHEREAS, the Declarant, with the consent and approval of Southern Trails Residential Association, Inc., a Texas non-profit corporation (the "Association") desires to annex the Annexation Property within the boundaries of the Association and subject the Annexation Property to the terms, covenants and conditions of the Declaration, as supplemented and amended hereby;

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ANNEXATION**

The Annexation Property shall be annexed into the Properties to be under the authority and jurisdiction of the Association, and the Annexation Property shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to those certain covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as

supplemented hereby, and as the Declaration may be amended, which shall run with the land and be binding on all parties having any right, title, or interest in the Annexation Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. The Annexation Property shall be included within the definition of "Properties" in the Declaration and the Subdivision Plat for Southern Trails, Section 9B, recorded in the Real Property Records of Brazoria County, Texas, under Clerk's File Number 2013002285, and any replat thereof, shall be included within the definition of "Plat" in the Declaration.

#### ADDITIONAL COVENANTS AND RESTRICTIONS

In addition to the covenants, conditions, restriction, easements, charges and liens set forth in the Declaration, the Annexation Property shall also be encumbered with the following additional covenants which shall control in the case of a conflict with the terms of the Declaration. Unless otherwise defined herein, defined terms shall have the meaning set forth in the Declaration.

#### I.

#### NEIGHBORHOOD ASSESSMENTS

1. **Creation of the Lien and Personal Obligation for Neighborhood Assessments.** Declarant, for each Lot within the Annexation Property, hereby covenants and agrees, and each purchaser or other grantee of a Lot in the Annexation Property (by acceptance of a deed therefore, whether or not is shall be so express in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association annual neighborhood assessments, such assessments to be fixed, established and collected from time to time as hereafter provided. The annual neighborhood assessments, together with such interest thereon and costs of collection thereof are herein collectively called the "Neighborhood Assessments". The Neighborhood Assessments shall be a charge and continuing lien upon each Lot against which each such Neighborhood Assessments is made and shall be collected as provided for collection of the Assessments under the Declaration, including but not limited to non-judicial foreclosure. Such continuing lien shall be superior to all other liens and charges against the Lot except for tax liens, the lien of any bona fide first deed of trust now or hereafter placed upon such Lot and the lien securing the payment of Assessments. Each such Neighborhood Assessment shall also be the continuing personal obligation of each person who was the Owner of such Lot at the time when the Neighborhood Assessments become due. No Owner may exempt himself from liability for the Neighborhood Assessment by performing the activities set forth in Section 2. Existing obligations of an Owner to pay the Neighborhood Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Neighborhood Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Neighborhood Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Neighborhood Assessment. The Neighborhood Assessments are in addition to, and not in lieu of, the annual maintenance assessment or other assessments or charges payable under the Declaration.

2. **Purpose of Neighborhood Assessments.** The Neighborhood Assessments levied by the Association shall be used for the purposes of normal and routine maintenance of the Front Yards (hereinafter defined) of the Lots in the Annexation Property by the Association, as determined from time to time by the Board, in its sole discretion, which may include but not be limited to (a) mowing and edging Front Yards, (b) trimming Front Yards with lawn maintenance equipment, and (c) de-weeding flower beds as needed. Maintenance of Front Yards, if any, by the Association is at the sole discretion of the Board. "Front Yards" shall mean and refer to (a) as to the interior Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the street, between the street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards, and fenced areas, unless otherwise approved by the Board. The Board may at any time ratably increase or decrease the amount of the annual Neighborhood Assessments in accordance with this Supplemental Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover the obligations of the Association under this Supplemental Declaration, including maintenance of reasonable cash reserves. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs which are the Association's obligation. The Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board establishing Neighborhood Assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

3. **Basis and Amount of Neighborhood Assessments.**

- (a) For the year beginning January 1, 2013, the maximum annual Neighborhood Assessments shall be Four Hundred and Five and 36/100 Dollars (\$405.36) for each Lot in the Annexation Property. The Board may fix the annual Neighborhood Assessment at any amount less than such maximum.
- (b) Commencing with the year beginning January 1, 2014, and each year thereafter, the maximum annual Neighborhood Assessment for such year for each Lot in the Annexation Property may be increased fifteen percent (15%) above the maximum annual Neighborhood Assessment for the previous year by the Board without a vote of membership.
- (c) Notwithstanding anything to the contrary contained herein, Lots in the Annexation Property owned by the Declarant shall not be assessed the annual Neighborhood Assessment.
- (d) Provided that the Board has received approval by a majority of the Members owning Lots in the Annexation Property only, the maximum annual Neighborhood Assessment for the following year for each Lot in the Annexation Property may exceed the maximum amounts set forth in subsections 3(a) or (b) above.

4. **Uniform Rate of Neighborhood Assessment within Classes of Member.** Except as provided in Section 3 or Section 8, the annual Neighborhood Assessments shall be fixed at a uniform rate for all Lots within the Annexation Property.

5. **Date of Commencement of Neighborhood Assessments; Due Date.** The annual Neighborhood Assessments provided for herein shall commence as to each Lot in the Annexation Property on January 1, 2013 (the "Commencement Date"). The first annual Neighborhood Assessment shall be due and payable within 30 days after the Commencement Date. After the first annual Neighborhood Assessment, each annual Neighborhood Assessment shall be due as follows: (a) fifty percent (50%) of the annual Neighborhood Assessment shall be due and payable in advance on January 1 for the coming year and the remaining fifty percent (50%) of such annual Neighborhood Assessment shall be due and payable on July 1. Such installment payments of the annual Neighborhood Assessment will be delinquent if not paid in full by January 31 (for the installment payment due on January 1) or July 31 (for the installment payment due on July 1 [as the case may be, the "Delinquency Date"]). Notwithstanding anything contained to the contrary in this Section, Lots within the Annexation Property which are owned by a Builder shall be obligated to pay the annual Neighborhood Assessment according to the terms of the contract to purchase Lots within the Annexation Property by and between the Builder and the Declarant. Further, and notwithstanding anything contained to the contrary in this Section, it is hereby understood that the Board shall have the right to establish a payment date and payment period that is different from the payment date provided herein.

6. **Duties of the Board with respect to Neighborhood Assessments.**

a. The Board shall levy each Neighborhood Assessments. The Board shall fix the date of commencement and the amount of each Neighborhood Assessment against each Lot in the Annexation Property for each assessment period at least thirty (30) days in advance of such date or period. The omission of the Board, before the expiration of any year, to fix the Neighborhood Assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Supplemental Declaration, or release of any Owner from the obligation to pay the Neighborhood Assessments, or any installment thereof for that or any subsequent year, but the Neighborhood Assessment fixed for the preceding year shall continue until new Neighborhood Assessments are fixed by the Board.

b. Written notice of the Neighborhood Assessment shall hereupon be delivered or mailed to every Owner subject thereto.

c. The Board shall, upon an Owner's written request and payment of any reasonable fee set by the Board, furnished to any Owner liable for each Neighborhood Assessment, a certificate in writing signed by an officer of the Association setting forth whether such Neighborhood Assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

**7. Effect of Non-Payment of Neighborhood Assessment. The Personal Obligation of the Owner and Remedies of Association.**

- a. The Neighborhood Assessment, together with such interest thereon and the costs of collection thereof shall be collected as provided for the collection of the Assessments under the Declaration and therefore may be collected, and the lien securing the Neighborhood Assessment non-judicially foreclosed, in the same manner as the Assessments and the lien securing the Assessments under the Declaration.
- b. If any Neighborhood Assessment or part thereof is not paid within thirty (30) days after the Delinquency Date, the unpaid amount of such Neighborhood Assessment shall bear interest from the Delinquency Date at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest thereon prevailing and the Association may, at its selection, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to non-judicially foreclose the lien against the property subject thereto. There shall be added to the amount of such Neighborhood Assessment the costs of preparation, filing and pursuing the non-judicial foreclosure or the complaint (including reasonable attorney's fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the unpaid portion of the Neighborhood Assessment as above provided and reasonable attorney's fee to be fixed by the court, together with the costs of the action.

**8. Exempt Property. The following portions of property within the Annexation Property shall be exempted from the Neighborhood Assessment and the liens created herein:**

- a. All property dedicated to and accepted by a local public authority and devoted to public use.
- b. All Common Properties.

**9. Easement. The Association and its agents shall, at all times have full rights of ingress and egress over and upon each Lot to perform the activities set forth in Section 2 above.**

**II.**

**MASONRY REQUIREMENTS**

Masonry coverage should be one hundred percent (100%) across the front of the total exterior wall area of the front of the main residential dwelling unit, exclusive of doors, windows and other building openings, unless otherwise approved by the Committee. All material must be approved by the Committee, in its sole discretion, as to type and color, prior to installation.

III.

GARAGE DOORS

All garage doors must be consistent with and substantially similar to the garage doors used in Southern Trails, Section 9A, as determined by the Committee, in its sole discretion.

EXECUTED this 15<sup>th</sup> day of February, 2013.

DECLARANT:

CL ASHTON WOODS, L.P., a Texas limited partnership

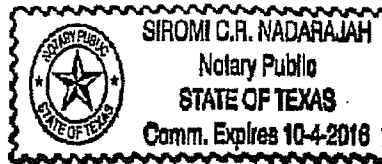
By: CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner

By: Thomas H. Burleson  
Thomas H. Burleson, Executive Vice President

STATE OF TEXAS §  
COUNTY OF Dallas §

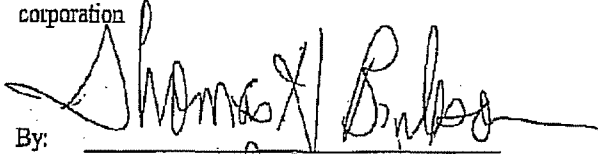
This instrument was acknowledge before me on the 15<sup>th</sup> day of February, 2013, by Thomas H. Burleson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

Siromi C.R. Nadarajah  
Notary Public in and for the State of Texas



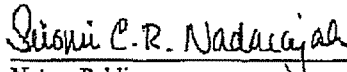
ASSOCIATION:

SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION, INC., a Texas non-profit  
corporation

By:   
THOMAS H. BURLESON President

THE STATE OF TEXAS §  
DALLAS §  
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2013, by Thomas H. Burleson, President of SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, for and on behalf of said corporation.

  
Quioni C.R. Nadarajah  
Notary Public

**AFTER RECORDING, RETURN TO:**

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057  
(713) 977-8686  
File No.: 122417-38

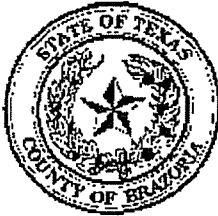


## FILED and RECORDED

Instrument Number: 2013007986

Filing and Recording Date: 02/19/2013 12:39:05 PM Pages: 8 Recording Fee: \$40.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krista

**SEVENTH SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHERN TRAILS, SECTION 9B  
PEARLAND, TEXAS**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BRAZORIA   §

KNOW ALL PERSONS BY THESE PRESENTS:

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails (as supplemented and amended, the "Declaration") dated August 17, 2005, and executed by CL Ashton Woods, L.P., a Texas limited partnership (the "Declarant") and recorded in the Office of the County Clerk of Brazoria County, Texas, under Clerk's File No. 2005049027 on August 23, 2005, subjects Southern Trails (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

**WHEREAS**, Article II, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of the Declaration to such property and that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties; and

**WHEREAS**, the Declarant is the owner of that certain real property platted as Southern Trails, Section 9B and filed of record in the Real Property Records of Brazoria County, Texas, under Clerk's File Number 2013002285 (the "Annexation Property"); and

**WHEREAS**, the Declarant, with the consent and approval of Southern Trails Residential Association, Inc., a Texas non-profit corporation (the "Association") desires to annex the Annexation Property within the boundaries of the Association and subject the Annexation Property to the terms, covenants and conditions of the Declaration, as supplemented and amended hereby;

**NOW, THEREFORE**, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ANNEXATION**

The Annexation Property shall be annexed into the Properties to be under the authority and jurisdiction of the Association, and the Annexation Property shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to those certain covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as

supplemented hereby, and as the Declaration may be amended, which shall run with the land and be binding on all parties having any right, title, or interest in the Annexation Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. The Annexation Property shall be included within the definition of "Properties" in the Declaration and the Subdivision Plat for Southern Trails, Section 9B, recorded in the Real Property Records of Brazoria County, Texas, under Clerk's File Number 2013002285, and any replat thereof, shall be included within the definition of "Plat" in the Declaration.

## **ADDITIONAL COVENANTS AND RESTRICTIONS**

In addition to the covenants, conditions, restriction, easements, charges and liens set forth in the Declaration, the Annexation Property shall also be encumbered with the following additional covenants which shall control in the case of a conflict with the terms of the Declaration. Unless otherwise defined herein, defined terms shall have the meaning set forth in the Declaration.

### **I.**

#### **NEIGHBORHOOD ASSESSMENTS**

##### **1. Creation of the Lien and Personal Obligation for Neighborhood Assessments.**

Declarant, for each Lot within the Annexation Property, hereby covenants and agrees, and each purchaser or other grantee of a Lot in the Annexation Property (by acceptance of a deed therefore, whether or not is shall be so express in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association annual neighborhood assessments, such assessments to be fixed, established and collected from time to time as hereafter provided. The annual neighborhood assessments, together with such interest thereon and costs of collection thereof are herein collectively called the "Neighborhood Assessments". The Neighborhood Assessments shall be a charge and continuing lien upon each Lot against which each such Neighborhood Assessments is made and shall be collected as provided for collection of the Assessments under the Declaration, including but not limited to non-judicial foreclosure. Such continuing lien shall be superior to all other liens and charges against the Lot except for tax liens, the lien of any bona fide first deed of trust now or hereafter placed upon such Lot and the lien securing the payment of Assessments. Each such Neighborhood Assessment shall also be the continuing personal obligation of each person who was the Owner of such Lot at the time when the Neighborhood Assessments become due. No Owner may exempt himself from liability for the Neighborhood Assessment by performing the activities set forth in Section 2. Existing obligations of an Owner to pay the Neighborhood Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Neighborhood Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Neighborhood Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Neighborhood Assessment. The Neighborhood Assessments are in addition to, and not in lieu of, the annual maintenance assessment or other assessments or charges payable under the Declaration.

2. **Purpose of Neighborhood Assessments.** The Neighborhood Assessments levied by the Association shall be used for the purposes of normal and routine maintenance of the Front Yards (hereinafter defined) of the Lots in the Annexation Property by the Association, as determined from time to time by the Board, in its sole discretion, which may include but not be limited to (a) mowing and edging Front Yards, (b) trimming Front Yards with lawn maintenance equipment, and (c) de-weeding flower beds as needed. Maintenance of Front Yards, if any, by the Association is at the sole discretion of the Board. "Front Yards" shall mean and refer to (a) as to the interior Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the street, between the street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards, and fenced areas, unless otherwise approved by the Board. The Board may at any time ratably increase or decrease the amount of the annual Neighborhood Assessments in accordance with this Supplemental Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover the obligations of the Association under this Supplemental Declaration, including maintenance of reasonable cash reserves. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs which are the Association's obligation. The Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board establishing Neighborhood Assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

3. **Basis and Amount of Neighborhood Assessments.**

- (a) For the year beginning January 1, 2013, the maximum annual Neighborhood Assessments shall be Four Hundred and Five and 36/100 Dollars (\$405.36) for each Lot in the Annexation Property. The Board may fix the annual Neighborhood Assessment at any amount less than such maximum.
- (b) Commencing with the year beginning January 1, 2014, and each year thereafter, the maximum annual Neighborhood Assessment for such year for each Lot in the Annexation Property may be increased fifteen percent (15%) above the maximum annual Neighborhood Assessment for the previous year by the Board without a vote of membership.
- (c) Notwithstanding anything to the contrary contained herein, Lots in the Annexation Property owned by the Declarant shall not be assessed the annual Neighborhood Assessment.
- (d) Provided that the Board has received approval by a majority of the Members owning Lots in the Annexation Property only, the maximum annual Neighborhood Assessment for the following year for each Lot in the Annexation Property may exceed the maximum amounts set forth in subsections 3(a) or (b) above.

4. **Uniform Rate of Neighborhood Assessment within Classes of Member.** Except as provided in Section 3 or Section 8, the annual Neighborhood Assessments shall be fixed at a uniform rate for all Lots within the Annexation Property.

5. **Date of Commencement of Neighborhood Assessments; Due Date.** The annual Neighborhood Assessments provided for herein shall commence as to each Lot in the Annexation Property on January 1, 2013 (the "Commencement Date"). The first annual Neighborhood Assessment shall be due and payable within 30 days after the Commencement Date. After the first annual Neighborhood Assessment, each annual Neighborhood Assessment shall be due as follows: (a) fifty percent (50%) of the annual Neighborhood Assessment shall be due and payable in advance on January 1 for the coming year and the remaining fifty percent (50%) of such annual Neighborhood Assessment shall be due and payable on July 1. Such installment payments of the annual Neighborhood Assessment will be delinquent if not paid in full by January 31 (for the installment payment due on January 1) or July 31 (for the installment payment due on July 1 [as the case may be, the "Delinquency Date"]). Notwithstanding anything contained to the contrary in this Section, Lots within the Annexation Property which are owned by a Builder shall be obligated to pay the annual Neighborhood Assessment according to the terms of the contract to purchase Lots within the Annexation Property by and between the Builder and the Declarant. Further, and notwithstanding anything contained to the contrary in this Section, it is hereby understood that the Board shall have the right to establish a payment date and payment period that is different from the payment date provided herein.

6. **Duties of the Board with respect to Neighborhood Assessments.**

a. The Board shall levy each Neighborhood Assessments. The Board shall fix the date of commencement and the amount of each Neighborhood Assessment against each Lot in the Annexation Property for each assessment period at least thirty (30) days in advance of such date or period. The omission of the Board, before the expiration of any year, to fix the Neighborhood Assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Supplemental Declaration, or release of any Owner from the obligation to pay the Neighborhood Assessments, or any installment thereof for that or any subsequent year, but the Neighborhood Assessment fixed for the preceding year shall continue until new Neighborhood Assessments are fixed by the Board.

b. Written notice of the Neighborhood Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

c. The Board shall, upon an Owner's written request and payment of any reasonable fee set by the Board, furnished to any Owner liable for each Neighborhood Assessment, a certificate in writing signed by an officer of the Association setting forth whether such Neighborhood Assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

**7. Effect of Non-Payment of Neighborhood Assessment. The Personal Obligation of the Owner and Remedies of Association.**

- a. The Neighborhood Assessment, together with such interest thereon and the costs of collection thereof shall be collected as provided for the collection of the Assessments under the Declaration and therefore may be collected, and the lien securing the Neighborhood Assessment non-judicially foreclosed, in the same manner as the Assessments and the lien securing the Assessments under the Declaration.
- b. If any Neighborhood Assessment or part thereof is not paid within thirty (30) days after the Delinquency Date, the unpaid amount of such Neighborhood Assessment shall bear interest from the Delinquency Date at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest thereon prevailing and the Association may, at its selection, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to non-judicially foreclose the lien against the property subject thereto. There shall be added to the amount of such Neighborhood Assessment the costs of preparation, filing and pursuing the non-judicial foreclosure or the complaint (including reasonable attorney's fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the unpaid portion of the Neighborhood Assessment as above provided and reasonable attorney's fee to be fixed by the court, together with the costs of the action.

**8. Exempt Property.** The following portions of property within the Annexation Property shall be exempted from the Neighborhood Assessment and the liens created herein:

- a. All property dedicated to and accepted by a local public authority and devoted to public use.
- b. All Common Properties.

**9. Easement.** The Association and its agents shall, at all times have full rights of ingress and egress over and upon each Lot to perform the activities set forth in Section 2 above.

**II.**

**MASONRY REQUIREMENTS**

Masonry coverage should be one hundred percent (100%) across the front of the total exterior wall area of the front of the main residential dwelling unit, exclusive of doors, windows and other building openings, unless otherwise approved by the Committee. All material must be approved by the Committee, in its sole discretion, as to type and color, prior to installation.

III.

GARAGE DOORS

All garage doors must be consistent with and substantially similar to the garage doors used in Southern Trails, Section 9A, as determined by the Committee, in its sole discretion.

EXECUTED this 15<sup>th</sup> day of February, 2013.

DECLARANT:

CL ASHTON WOODS, L.P., a Texas limited partnership

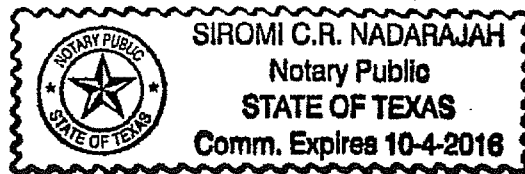
By: CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner

By: Thomas H. Burleson  
THOMAS H. BURLESON, Executive Vice President

STATE OF TEXAS §  
COUNTY OF Dallas §

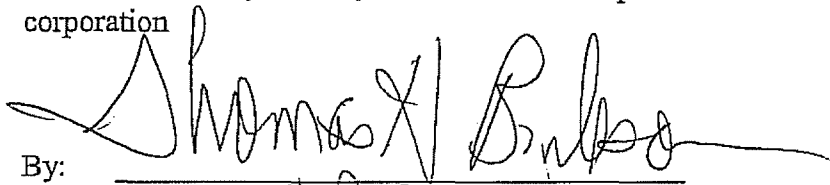
This instrument was acknowledge before me on the 15<sup>th</sup> day of February, 2013, by Thomas H. Burleson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, the Managing General Partner of CL ASHTON WOODS, L.P., a Texas limited partnership, on behalf of said entities.

Siromi C.R. Nadarajah  
Notary Public in and for the State of Texas



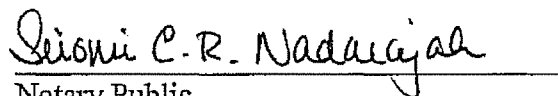
ASSOCIATION:

SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION, INC., a Texas non-profit  
corporation

By:   
THOMAS H. BURLISON President

THE STATE OF TEXAS §  
DALLAS §  
COUNTY OF ~~BRAZORIA~~ §

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2013, by Thomas H. Burlison, President of SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation, for and on behalf of said corporation.

  
Notary Public

**AFTER RECORDING, RETURN TO:**

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057  
(713) 977-8686  
File No.: 122417-38



**NINTH SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHERN TRAILS, SECTION 13  
PEARLAND, TEXAS**

THE STATE OF TEXAS     §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Southern Trails* dated August 17, 2005 and recorded in the Office of the County Clerk of Brazoria County, Texas, under Clerk's File No. 2005049027 on August 23, 2005 (as supplemented and amended, the "*Declaration*"), executed by CL Ashton Woods, L.P., a Texas limited partnership (the "*Declarant*"), subjects Southern Trails (the "*Subdivision*") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Article II, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration and to the jurisdiction of the Southern Trails Residential Association, Inc., a Texas non-profit corporation ("the *Association*") by filing of record a *Supplemental Declaration of Covenants, Conditions and Restrictions* (the "*Supplemental Declaration*") which shall extend the scheme of the covenants and restrictions of the Declaration to such property and that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties; and

WHEREAS, the Declarant is the owner of that certain 8.10 acres, more particularly described by *Exhibit A* attached hereto and incorporated herein for all purposes (the "*Annexation Property*"); and

WHEREAS, the Declarant desires to annex the Annexation Property within the boundaries of the Association and subject the Annexation Property to the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented and amended hereby and as may be amended in the future;

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ANNEXATION**

Pursuant to the powers retained by the Declarant under the Declaration, the Declarant hereby subjects Annexation Property to the provisions of the Declaration, as supplemented hereby and as may be amended in the future. The Annexation Property, or any part thereof, shall be held, transferred, sold, conveyed, used and occupied, or otherwise encumbered with the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented hereby and as may be amended in the future, which shall run with the title of such Annexation Property, or any part thereof, and shall by binding upon all persons having any right, title or any interest in the Annexation Property or any part thereof, their respective heirs, legal

representatives, successors, successors-in-title and assigns, and which shall inure to the benefit of each owner thereof.

EXECUTED this 9<sup>th</sup> day of DECEMBER, 2013.

**DECLARANT:**

**CL ASHTON WOODS, L.P.**, a Texas limited partnership

By: **CL Texas I GP, L.L.C.**, a Texas limited liability company, its Managing General Partner

By: **Forestar (USA) Real Estate Group, Inc.**, a Texas corporation, its sole Member

By: Thomas H. Burleson  
Executive Vice President

STATE OF TEXAS §

COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 9<sup>th</sup> day of December, 2013, personally appeared Thomas H. Burleson, Executive Vice President of Forestar (USA) Real Estate Group, Inc., a Texas corporation, sole member of CL Texas I GP, LLC, a Texas limited liability company, Managing General Partner of CL Ashton Woods LP, a Texas limited partnership, and acknowledge that he executed the foregoing document on behalf of said entities.

Siromi C. R. Nadarajah  
Notary Public in and for the State of Texas



AFTER RECORDING, RETURN TO:

.....  
.....

**Exhibit A**

February 21, 2012  
Job No. 1021-0302-310

DESCRIPTION OF  
8.10 ACRES  
SOUTHERN TRAILS SECTION 13

Being 8.10 acres of land located in the H.T. & B. R.R. Co. Survey, Section 80, AKA J. S. Talmage Survey, Abstract No. 564, Brazoria County, Texas, being a portion of Lots 7, 8, and 18 of said Section 80, of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of said Brazoria County, more particularly being a portion of the residue of that certain called 522.62 acre tract conveyed to CL Ashton Woods, L.P. by an instrument of record under Document Number 2005016204, Official Records of Brazoria County, Texas (B.C.O.R.), said 8.10 acre tract being more particularly described by metes and bounds as follows, all bearings referenced to Southern Trails Sec. 11, a subdivision of record under Document Number 2011051466, B.C.O.R.:

BEGINNING at the southwest corner of Southern Trails Sec. 11, a subdivision of record under Document Number 2011051466, B.C.O.R., said point being on a south line of said 522.62 acre tract, same being the north line of that certain called 53.333 acre tract conveyed to Harbarl Trust No. 2 by an instrument of record under File Number 99-046846, B.C.O.R.;

Thence South 86° 41' 51" West, along the south line of said 522.62 acre tract and the north line of said 53.333 acre tract, 1,156.93 feet to a point for the southeast corner of that certain called 0.9659 acre tract (described in Part 1) conveyed to Brazoria County, Texas for the widening of County Road 48 by an instrument of record under Document Number 2008029929, Official Public Records of said Brazoria County, Texas (B.C.O.P.R.), from which a found 3/4-inch iron rod bears South 86° 41' 51" West, 62.09 feet;

Thence, North 06° 23' 17" West, departing said north and south line and along the easterly line of said 0.9659 acre tract, 360.37 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for the southwest corner of Southern Trails Sec. 12, a subdivision of record under Document Number 2012053053, B.C.O.R.;

Thence, along the south line of said Southern Trails Sec. 12 the following five (5) courses:

Page 1 of 2

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8.10 Acres

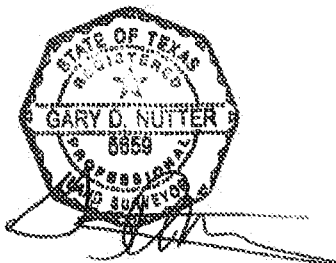
February 21, 2012  
Job No. 1021-0302-310

1. North 83° 38' 43" East, 40.30 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;
2. South 82° 44' 43" East, 228.82 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;
3. South 73° 57' 14" East, 78.25 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;
4. South 85° 04' 48" East, 61.63 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;
5. North 86° 42' 41" East, at 493.08 feet pass a 5/8-inch iron rod with cap stamped "LJA ENG" set for the common south corner of said Southern Trails Sec. 12 and said Southern Trails Sec. 11, continuing along a south line of said Southern Trails Sec. 11, in all a total distance of 800.00 feet to a point for corner;

Thence, along the west line of said Southern Trails Sec. 11 the following three (3) courses:

1. South 03° 17' 18" East, 115.00 feet to a point for corner;
2. South 86° 42' 41" West, 21.93 feet to a point for corner;
3. South 03° 17' 18" East, 170.17 feet to the POINT OF BEGINNING and containing 8.10 acres of land.

This description is based on record information only and does not reflect an on the ground survey. Corner monuments were not set at the client's request.



LJA Engineering, Inc.

Page 2 of 2

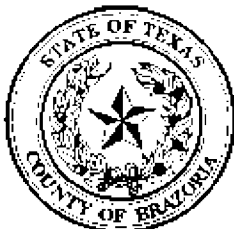
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## FILED and RECORDED

Instrument Number: 2013059363

Filing and Recording Date: 12/12/2013 11:03:06 AM Pages: 6 Recording Fee: \$32.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-carla

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SOUTHERN TRAILS  
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

STATE OF TEXAS                   §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA         §

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOUTHERN TRAILS PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Notice") is made this 6<sup>th</sup> day of August, ~~2011~~, 2012, by Southern Trails Residential Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, CL Ashton Woods, L.P., a Texas limited partnership, ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas" on or about August 23, 2005, as Document No. 2005049027 of the Real Property Records of Brazoria County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the both the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

**WHEREAS**, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Brazoria County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Brazoria County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice of Filing of Dedicatory Instruments for Southern Trails Residential Association, Inc. to be executed by its duly authorized agent as of the date first above written.

SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Barbara Losey  
Its: Secretary

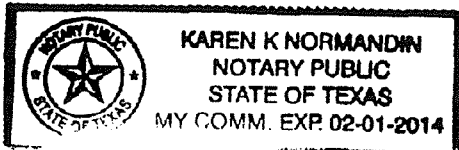
ACKNOWLEDGMENT

STATE OF TEXAS §  
                  Dallas §  
COUNTY OF ~~BRAZORIA~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Losey, Secretary of Southern Trails Residential Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7<sup>th</sup> day of August, 2011.

Karen K Normandin  
Notary Public, State of Texas



2/1/14  
My Commission Expires



**Exhibit "A"**

**Dedicatory Instruments**

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Rescission of Collection Policies
- A-5 Email Registration Policy
- A-6 Solar Energy Device Guidelines
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines
- A-11 Articles of Incorporation of Southern Trails Residential Association, Inc.
- A-12 Bylaws of Southern Trails Residential Association, Inc.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE OUT ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS    §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

That CL ASHTON WOODS L.P., a Texas limited partnership (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and paid by the SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee"), whose address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, has GRANTED, SOLD and CONVEYED, and by these presents DOES GRANT, SELL and CONVEY unto the said Grantee, all of that certain real property situated in Brazoria County, Texas, and being described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (herein called the "Property") and such Property being further shown on the Final Plat of Southern Trails, Section Nine B (9B) attached hereto as *Exhibit "B"*, together with all of Grantor's right, title and interest in and to any improvements located thereon.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED). GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND, HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS,

MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HEREBY WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE ENVIRONMENTAL LAWS AS HEREINAFTER DEFINED) AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY SUCH APPLICABLE LAWS AT THE TIME OF ITS EXISTENCE OR OCCURRENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY ADVERSE CONDITION WITH REGARD TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO HEALTH OR ENVIRONMENT (HEREINAFTER COLLECTIVELY REFERRED TO AS "APPLICABLE ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE TEXAS WATER CODE OR THE TEXAS SOLID WASTE DISPOSAL ACT. GRANTEE HAS TAKEN WHATEVER ACTIONS AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. SHOULD ANY CLEAN UP OF THE PROPERTY BE REQUIRED AFTER THE DATE OF HEREOF, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN UP SHALL BE THE SOLE RESPONSIBILITY OF, AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

**REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.**

Provided, however, this conveyance is made subject to the Reservations (hereinafter defined) all taxes for the current year and subsequent years, any subsequent assessments for prior years due to change in land usage or ownership, all easements, restrictions, set-back lines and other matters applicable to the above described Property as indicated on any recorded plat or replat affecting the above described Property or any portion thereof, and all covenants, conditions, restrictions, reservations, easements, rights-of-way and other matters applicable to the above described Property which a correct survey or inspection would show, or which are filed of record in the Real Property Records of Collin County, Texas as of the date hereof to the extent, but only to the extent, the same are valid and subsisting and affect the Property (collectively, the "Permitted Exceptions").

Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby expressly excepts from this conveyance and reserves and retains the following (the "Reservations"):

(a) for Grantor and its successors and assigns, conveyance (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted pursuant to any Permitted Exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and

(b) for Grantor and its successors and assigns, such temporary and/or permanent easements over, under, across and through the Property or any portion(s) thereof as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with or in close proximity to the Property (the "Retained Properties"), including, but not limited to, sanitary sewer, storm water and drainage (both surface and subsurface) and the construction, operation, maintenance, replacement, repair and removal of such utility facilities and appurtenances ("Facilities") as Grantor and/or its successors and assigns may periodically construct on, over, across and under the Property, with the right and privilege at all times of the Grantor herein, its successors or assigns and their respective agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said Property for the purpose of making additions to, improvements on and repairs to said Facilities or any part thereof.

TO HAVE AND TO HOLD the Property together with the rights and appurtenances thereto belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

EXECUTED this the 18<sup>th</sup> day of OCTOBER, 2013.

**GRANTOR:**

CL ASHTON WOODS L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C., a Texas limited liability company, its Managing General Partner

By: 

Name: Thomas H. Burleson

Title: Executive Vice President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burlison, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18<sup>th</sup> day of October, ~~2011~~ 2013

*Siromi C.R. Nadarajah*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098



**EXHIBIT "A"**

**Legal Description**

Restricted Reserve A, Block 1, and Restricted Reserve B, Block 1, Final Plat of Southern Trails, Section 9B, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2013002285, Official Public Records of Brazoria County, Texas.



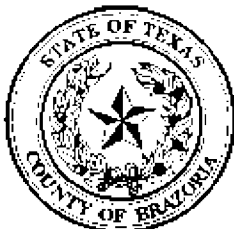


## FILED and RECORDED

Instrument Number: 2013051835

Filing and Recording Date: 10/21/2013 02:57:03 PM Pages: 8 Recording Fee: \$40.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krista

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**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS     §  
  §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA   §

That **CL ASHTON WOODS, L.P.**, a Texas limited partnership (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and paid by the **SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**, a Texas non-profit corporation (the "Grantee"), whose mailing address is c/o Lone Star Association Management, Inc., 2500 Legacy Drive, Suite 220, Frisco, Texas 77034, has **GRANTED, SOLD and CONVEYED**, and by these presents **DOES GRANT, SELL and CONVEY** unto the said Grantee, all of that certain real property situated in Brazoria County, Texas, and being described on *Exhibit "A"* attached hereto and made a part hereof for all purposes (herein called the "Property") and such Property being further shown on the Final Plat of Southern Trails, Section Eleven (11) attached hereto as *Exhibit "B"*.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED). GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND, HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND

INVESTIGATIONS. GRANTEE HEREBY WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE ENVIRONMENTAL LAWS AS HEREINAFTER DEFINED) AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY SUCH APPLICABLE LAWS AT THE TIME OF ITS EXISTENCE OR OCCURRENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY ADVERSE CONDITION WITH REGARD TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO HEALTH OR ENVIRONMENT (HEREINAFTER COLLECTIVELY REFERRED TO AS "APPLICABLE ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE TEXAS WATER CODE OR THE TEXAS SOLID WASTE DISPOSAL ACT. GRANTEE HAS TAKEN WHATEVER ACTIONS AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. SHOULD ANY CLEAN UP OF THE PROPERTY BE REQUIRED AFTER THE DATE OF HEREOF, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN UP SHALL BE THE SOLE RESPONSIBILITY OF, AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

Provided, however, this conveyance is made subject to the Reservations (hereinafter defined) all taxes for the current year and subsequent years, any subsequent assessments for prior years due to change in land usage or ownership, all easements, restrictions, set-back lines and other matters applicable to the above described Property as indicated on any recorded plat or replat affecting the above described Property or any portion thereof, and all covenants, conditions, restrictions, reservations, easements, rights-of-way and other matters applicable to the above described Property which a correct survey or inspection would show, or which are filed of record in the Real Property Records of Brazoria County, Texas as of the date hereof to the extent, but only to the extent, the same are valid and subsisting and affect the Property (collectively, the "Permitted Exceptions").

Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby expressly excepts from this conveyance and reserves and retains the following (the "Reservations"):

(a) for Grantor and its successors and assigns, conveyance (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted pursuant to any Permitted Exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and

(b) for Grantor and its successors and assigns, such temporary and/or permanent easements over, under, across and through the Property or any portion(s) thereof as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with or in close proximity to the Property (the "Retained Properties"), including, but not limited to, sanitary sewer, storm water and drainage (both surface and subsurface) and the construction, operation, maintenance, replacement, repair and removal of such utility facilities and appurtenances ("Facilities") as Grantor and/or its successors and assigns may periodically construct on, over, across and under the Property, with the right and privilege at all times of the Grantor herein, its successors or assigns and their respective agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said Property for the purpose of making additions to, improvements on and repairs to said Facilities or any part thereof.

TO HAVE AND TO HOLD the Property together with the rights and appurtenances thereto belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

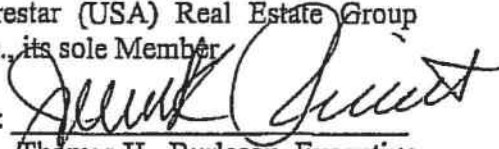
EXECUTED this the 29<sup>th</sup> day of July, 2012.

**GRANTOR:**

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

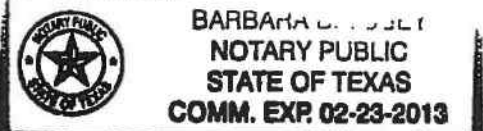
By: CL Texas I GP, L.L.C., a Texas limited liability company, its Managing General Partner

By: Forestar (USA) Real Estate Group Inc., its sole Member

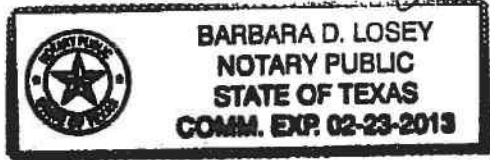
By:   
Thomas H. Burlison, Executive Vice President  
John K. Pierret, Executive Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on this the 29<sup>th</sup> day of June, 2012, by ~~Thomas H. Bureson~~ <sup>John K. Pierret</sup>, Executive Vice President of Forestar (USA) Real Estate Group Inc., sole Member of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods, L.P., a Texas limited partnership, on behalf of said entities.



*Barbara D. Losey*  
NOTARY PUBLIC, State of Texas



ACCEPTED AND AGREED TO:

GRANTEE:

SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.  
a Texas non-profit corporation

By: *Justine C. Klinke*  
~~Thomas H. Bureson, President~~ Justine C. Klinke, Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

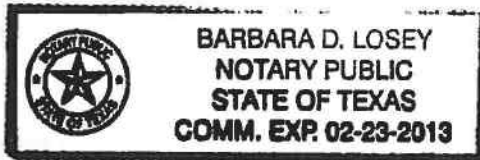
This instrument was acknowledged before me on this the 2<sup>nd</sup> day of July, 2012, by ~~Thomas H. Bureson~~, President of Southern Trails Residential Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

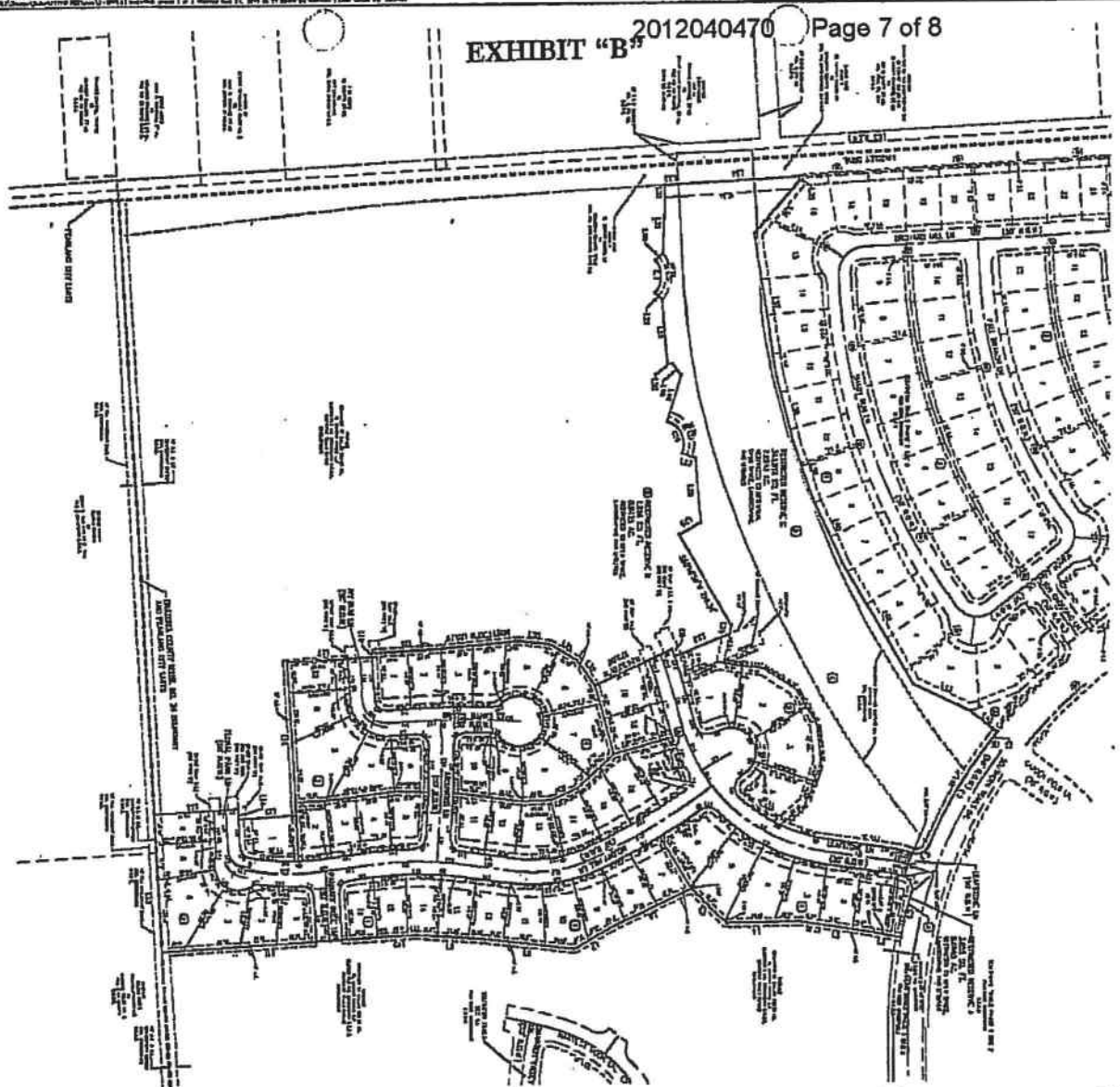
*Justine C. Klinke*

*Barbara D. Losey*  
NOTARY PUBLIC, State of Texas

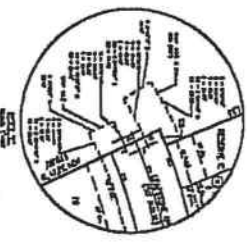
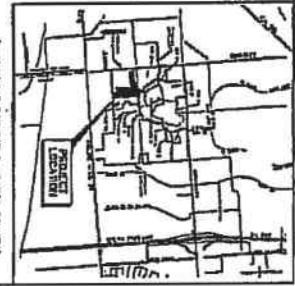
WHEN RECORDED, RETURN TO:

Mark K. Knop  
HOOVER SLOVACEK, L.L.P.  
5847 San Felipe, Suite 2200  
Houston, Texas 77057  
(713) 977-8686  
File No. 122417-37



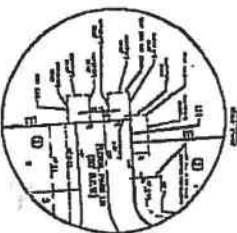


1. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
2. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
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6. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
7. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
8. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
9. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.
10. THE LOTS, BLOCKS AND RESERVES SHOWN ON THIS PLAN ARE SUBJECT TO THE RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE LISTING OF INSTRUMENTS ATTACHED TO THIS PLAN.



LOT	AREA	ACRES
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96	RESERVED	1.00
97	RESERVED	1.00
98	RESERVED	1.00
99	RESERVED	1.00
100	RESERVED	1.00

SECTION FOR FRONT  
 18700 Block of Southern Trails Drive  
 FINAL PLAN  
 SOUTHERN TRAILS SEC. 11  
 A SUBDIVISION OF  
 23.16 ACRES  
 56 LOTS, 5 BLOCKS & 3 RESTRICTED RESERVES  
 H. L. HALL, C.E. SURVEY, INC. D.B. 4-904  
 CITY OF PEABODY  
 PEABODY COUNTY, TEXAS  
 ALSO HEREBY SET BY THE  
 ALBERT HICKORY COFFEE COMPANY SUBDIVISION,  
 AS RECORDED IN VOLUME 6, PAGE 80, D.B. 4-0.  
 ORIGIN: H. L. HALL, C.E. SURVEY, INC.  
 ENGINEER: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470  
 LAND PLANNING: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470  
 SURVEYOR: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470  
 ENGINEER: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470



SECTION FOR FRONT  
 18700 Block of Southern Trails Drive  
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 SURVEYOR: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470  
 ENGINEER: SERRAVALLO COUNTY SURVEYING, P.C. 2012040470

## FILED and RECORDED

Instrument Number: 2012040470

Filing and Recording Date: 09/07/2012 01:21:20 PM Pages: 8 Recording Fee: \$40.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



*Joyce Hudman*

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-debbiet



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE OUT ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS    §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

That CL ASHTON WOODS L.P., a Texas limited partnership (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and paid by the SOUTHERN TRAILS RESIDENTIAL ASSOCIATION INC., a Texas not-for-profit corporation (the "Grantee"), whose address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, has GRANTED, SOLD and CONVEYED, and by these presents DOES GRANT, SELL and CONVEY unto the said Grantee, all of that certain real property situated in Brazoria County, Texas, and being described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (herein called the "Property") and such Property being further shown on the Final Plat of Southern Trails, Section Twelve (12) attached hereto as Exhibit "B", together with all of Grantor's right, title and interest in and to any improvements located thereon.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED). GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND, HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS,

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

MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HEREBY WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE ENVIRONMENTAL LAWS AS HEREINAFTER DEFINED) AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY SUCH APPLICABLE LAWS AT THE TIME OF ITS EXISTENCE OR OCCURRENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY ADVERSE CONDITION WITH REGARD TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO HEALTH OR ENVIRONMENT (HEREINAFTER COLLECTIVELY REFERRED TO AS "APPLICABLE ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE TEXAS WATER CODE OR THE TEXAS SOLID WASTE DISPOSAL ACT. GRANTEE HAS TAKEN WHATEVER ACTIONS AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. SHOULD ANY CLEAN UP OF THE PROPERTY BE REQUIRED AFTER THE DATE OF HEREOF, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN UP SHALL BE THE SOLE RESPONSIBILITY OF, AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

Provided, however, this conveyance is made subject to the Reservations (hereinafter defined), all taxes for the current year and subsequent years, any subsequent assessments for prior years due to change in land usage or ownership, all easements, restrictions, set-back lines and other matters applicable to the above described Property as indicated on any recorded plat or replat affecting the above described Property or any portion thereof, and all covenants, conditions, restrictions, reservations, easements, rights-of-way and other matters applicable to the above described Property which a correct survey or inspection would show, or which are filed of record in the Real Property Records of Brazoria County, Texas as of the date hereof to the extent, but only to the extent, the same are valid and subsisting and affect the Property (collectively, the "Permitted Exceptions").

Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby expressly excepts from this conveyance and reserves and retains the following (the "Reservations"):

(a) for Grantor and its successors and assigns, conveyance (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted pursuant to any Permitted Exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and

(b) for Grantor and its successors and assigns, such temporary and/or permanent easements over, under, across and through the Property or any portion(s) thereof as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with or in close proximity to the Property (the "Retained Properties"), including, but not limited to, sanitary sewer, storm water and drainage (both surface and subsurface) and the construction, operation, maintenance, replacement, repair and removal of such utility facilities and appurtenances ("Facilities") as Grantor and/or its successors and assigns may periodically construct on, over, across and under the Property, with the right and privilege at all times of the Grantor herein, its successors or assigns and their respective agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said Property for the purpose of making additions to, improvements on and repairs to said Facilities or any part thereof.

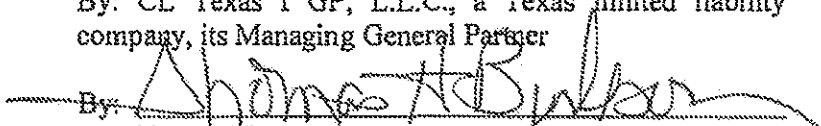
TO HAVE AND TO HOLD the Property together with the rights and appurtenances thereto belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

EXECUTED this the 11<sup>th</sup> day of MARCH, 2013.

**GRANTOR:**

CL ASHTON WOODS L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C., a Texas limited liability company, its Managing General Partner

By: 

Name: Thomas H. Burleson  
Title: Executive Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burleson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of March, 2013.

Siromi C.R. Nadarajah  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
  
Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098



**EXHIBIT "A"**

**Legal Description**

**Reserve A, Block 3, 0.284 acres**

**Reserve B, Block 4, 0.104 acres**

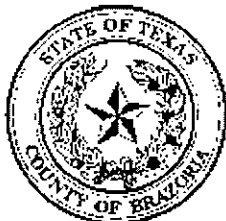


## FILED and RECORDED

Instrument Number: 2013051429

Filing and Recording Date: 10/18/2013 11:27:23 AM Pages: 8 Recording Fee: \$40.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

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***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-juanita



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**CORRECTION SPECIAL WARRANTY DEED**

THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

That **CL ASHTON WOODS L.P.**, a Texas limited partnership (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and paid by the **SOUTHERN TRAILS RESIDENTIAL ASSOCIATION INC.**, a Texas not-for-profit corporation (the "Grantee"), whose address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, has **GRANTED, SOLD and CONVEYED**, and by these presents **DOES GRANT, SELL and CONVEY** unto the said Grantee, all of that certain real property situated in Brazoria County, Texas, and being described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (herein called the "Property") and such Property being further shown on the Final Plat of Southern Trails, Section Twelve (12), a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2012053053, Official Public Records of Brazoria County, Texas attached hereto as Exhibit "B", together with all of Grantor's right, title and interest in and to any improvements located thereon.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED). GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL

**SPECIAL WARRANTY DEED** – Page 1

CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND, HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HEREBY WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS (INCLUDING ANY APPLICABLE ENVIRONMENTAL LAWS AS HEREINAFTER DEFINED) AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY SUCH APPLICABLE LAWS AT THE TIME OF ITS EXISTENCE OR OCCURRENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY GRANTOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY ADVERSE CONDITION WITH REGARD TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO HEALTH OR ENVIRONMENT (HEREINAFTER COLLECTIVELY REFERRED TO AS "APPLICABLE ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE TEXAS WATER CODE OR THE TEXAS SOLID WASTE DISPOSAL ACT. GRANTEE HAS TAKEN WHATEVER ACTIONS AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. SHOULD ANY CLEAN UP OF THE PROPERTY BE REQUIRED AFTER THE DATE OF HEREOF, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN UP SHALL BE THE SOLE RESPONSIBILITY OF, AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. GRANTEE ACKNOWLEDGES AND AGREES THAT

**SPECIAL WARRANTY DEED – Page 2**

#47922546 9-20-11  
 AUSTIN\_1/718097v.1  
 52952-23 10/21/2013

GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

Provided, however, this conveyance is made subject to the Reservations (hereinafter defined), all taxes for the current year and subsequent years, any subsequent assessments for prior years due to change in land usage or ownership, all easements, restrictions, set-back lines and other matters applicable to the above described Property as indicated on any recorded plat or replat affecting the above described Property or any portion thereof, and all covenants, conditions, restrictions, reservations, easements, rights-of-way and other matters applicable to the above described Property which a correct survey or inspection would show, or which are filed of record in the Real Property Records of Brazoria County, Texas as of the date hereof to the extent, but only to the extent, the same are valid and subsisting and affect the Property (collectively, the "Permitted Exceptions").

Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby expressly excepts from this conveyance and reserves and retains the following (the "Reservations"):

(a) for Grantor and its successors and assigns, conveyance (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted pursuant to any Permitted Exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are

**SPECIAL WARRANTY DEED – Page 3**

#47922546 9-20-11  
AUSTIN\_1/718097v.1  
52952-23 10/21/2013

drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and

(b) for Grantor and its successors and assigns, such temporary and/or permanent easements over, under, across and through the Property or any portion(s) thereof as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with or in close proximity to the Property (the "Retained Properties"), including, but not limited to, sanitary sewer, storm water and drainage (both surface and subsurface) and the construction, operation, maintenance, replacement, repair and removal of such utility facilities and appurtenances ("Facilities") as Grantor and/or its successors and assigns may periodically construct on, over, across and under the Property, with the right and privilege at all times of the Grantor herein, its successors or assigns and their respective agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said Property for the purpose of making additions to, improvements on and repairs to said Facilities or any part thereof.

TO HAVE AND TO HOLD the Property together with the rights and appurtenances thereto belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

This deed is made as a correction deed in substitution of the deed titled Special Warranty Deed (the "Corrected Deed") dated March 11, 2013 and recorded in Instrument Number 2013051429 of the Official Public Records of Brazoria County, Texas, to correct the following incorrect information: the legal description on Exhibit A to the Corrected Deed was incorrectly described as "Reserve A, Block 3, 0.284 acres; Reserve B, Block 4, 0.104 acres". The legal description on Exhibit A to this correction deed is correctly stated herein as Reserve A, Block 3 and Reserve B, Block 4; Final Plat of Southern Trails, Section 12, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2012053053, Official Public Records of Brazoria County, Texas". Other than the stated correction, this correction deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

**SPECIAL WARRANTY DEED -- Page 4**

#47922546 9-20-11  
AUSTIN\_1/718097v.1  
52952-23 10/21/2013

EXECUTED this the 22<sup>nd</sup> day of October, 2013.

**GRANTOR:**

CL ASHTON WOODS L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C., a Texas limited liability  
company, its Managing General Partner

By: 

Name: Thomas H. Burlison

Title: Executive Vice President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS                   §

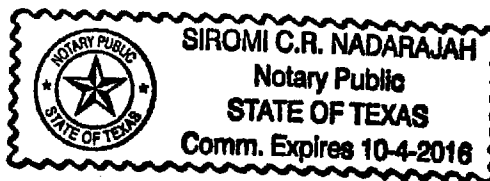
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burleson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22<sup>nd</sup> day of October, 2013.

*Siromi C.R. Nadarajah*  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098



**EXHIBIT "A"**

**Legal Description**

Reserve A, Block 3 and Reserve B, Block 4; Final Plat of Southern Trails, Section 12, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2012053053, Official Public Records of Brazoria County, Texas.

**EXHIBIT "A" - Page 1 of 28**

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AUSTIN\_1/718097v.1

52952-23 10/21/2013



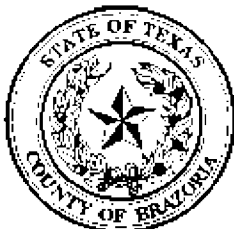


## FILED and RECORDED

Instrument Number: 2013052241

Filing and Recording Date: 10/23/2013 03:45:34 PM Pages: 9 Recording Fee: \$44.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krista

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY**  
**BRAZORIA COUNTY, TEXAS**

CL ASHTON WOODS L.P., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas not-for-profit corporation ("Grantee"), whose mailing address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

Restricted Reserve A and Restricted Reserve B and Restricted Reserve C and Restricted Reserve D, Final Plat of Southern Trails Section 14, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2013026751, Official Public Records of Brazoria County, Texas.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements and reservations set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, under, through, and across the Property (the "Easement Tract") for the purpose of enforcing the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, recorded as Document No. 2005049027, in the Official Public Records of Brazoria County, Texas, as amended and supplemented (collectively, the "Declaration") and as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with, or in close proximity to the Property (the "Retained Properties"), including, but not limited to, for the construction, operation, maintenance, replacement, repair and removal of utility facilities and appurtenances (collectively, "Facilities"). The easement, rights, and privileges reserved herein are non-

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

exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Further, Grantor expressly excepts from this conveyance and reserves unto itself and its successors and assigns: (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted or reserved pursuant to this instrument or any permitted exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Declaration. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2014 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

EXECUTED to be effective as of the 9<sup>th</sup> day of NOVEMBER, 2014.

**GRANTOR:**

CL ASHTON WOODS L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C.,  
a Texas limited liability company,  
its Managing General Partner

By: 

Name: Thomas H. Burlison

Title: Executive Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

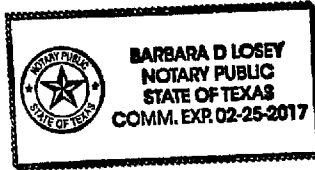
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burlson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of November, 2014.

*Barbara D Losey*  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098



## FILED and RECORDED

Instrument Number: 2014048672

Filing and Recording Date: 11/10/2014 01:35:24 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-clarissa

**ELEVENTH SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHERN TRAILS, SECTION 17  
PEARLAND, TEXAS**

THE STATE OF TEXAS     §  
   §  
COUNTY OF BRAZORIA   §

KNOW ALL PERSONS BY THESE PRESENTS:

**WHEREAS**, that certain *Declaration of Covenants, Conditions and Restrictions for Southern Trails* dated August 17, 2005 and recorded in the Office of the County Clerk of Brazoria County, Texas, under Clerk’s File No. 2005049027 on August 23, 2005 (as supplemented and amended, the “*Declaration*”), executed by CL Ashton Woods, L.P., a Texas limited partnership (the “*Declarant*”), subjects Southern Trails (the “*Subdivision*”) to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

**WHEREAS**, Article II, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration and to the jurisdiction of the Southern Trails Residential Association, Inc., a Texas non-profit corporation (“the *Association*”) by filing of record a *Supplemental Declaration of Covenants, Conditions and Restrictions* (the “*Supplemental Declaration*”) which shall extend the scheme of the covenants and restrictions of the Declaration to such property and that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties; and

**WHEREAS**, the Declarant is the owner of Lots 1 through 19, Block 1, Lots 1 through 32, Block 2, Lots 1 through 35, Block 3, and Lots 1 through 63, Block 4, Southern Trails Section 17, according to the plat recorded in Document No. 2015006631, Official Public Records of Brazoria County, Texas (the “*Annexation Property*”); and

**WHEREAS**, the Declarant desires to annex the Annexation Property within the boundaries of the Association and subject the Annexation Property to the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented and amended hereby and as may be amended in the future;

**NOW, THEREFORE**, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ANNEXATION**

Pursuant to the powers retained by the Declarant under the Declaration, the Declarant hereby subjects Annexation Property to the provisions of the Declaration, as supplemented hereby and as may be amended in the future. The Annexation Property, or any part thereof, shall be held, transferred, sold, conveyed, used and occupied, or otherwise encumbered with the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented hereby and as may be amended in the future, which shall run with the title of such Annexation Property, or any part thereof, and shall by binding upon all persons having any right, title or any

interest in the Annexation Property or any part thereof, their respective heirs, legal representatives, successors, successors-in-title and assigns, and which shall inure to the benefit of each owner thereof.

EXECUTED this 2nd day of JUNE, 2015.

**DECLARANT:**

**CL ASHTON WOODS, L.P.**, a Texas limited partnership

By: **CL Texas I GP, L.L.C.**, a Texas limited liability company, its Managing General Partner

By: **Forestar (USA) Real Estate Group, Inc.**, a Texas corporation, its sole Member

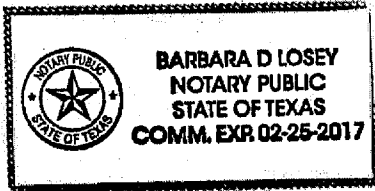
By: Thomas H. Burleson  
Executive Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 2nd day of June, 2015, personally appeared Thomas H. Burleson, Executive Vice President of Forestar (USA) Real Estate Group, Inc., a Texas corporation, sole member of CL Texas I GP, LLC, a Texas limited liability company, Managing General Partner of CL Ashton Woods LP, a Texas limited partnership, and acknowledge that he executed the foregoing document on behalf of said entities.

Barbara D. Losey  
Notary Public in and for the State of Texas



**AFTER RECORDING, RETURN TO:**

Robert D. Burton  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
email: rburton@winstead.com



## FILED and RECORDED

Instrument Number: 2015024317

Filing and Recording Date: 06/02/2015 03:55:46 PM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-belinda

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**DEED WITHOUT WARRANTY**  
**BRAZORIA COUNTY, TEXAS**

CL ASHTON WOODS L.P., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas not-for-profit corporation ("Grantee"), whose mailing address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

Restricted Reserve A and Restricted Reserve B and Restricted Reserve C and Restricted Reserve D, Final Plat of Southern Trails Section 14, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2013026751, Official Public Records of Brazoria County, Texas.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements and reservations set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, under, through, and across the Property (the "Easement Tract") for the purpose of enforcing the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, recorded as Document No. 2005049027, in the Official Public Records of Brazoria County, Texas, as amended and supplemented (collectively, the "Declaration") and as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with, or in close proximity to the Property (the "Retained Properties"), including, but not limited to, for the construction, operation, maintenance, replacement, repair and removal of utility facilities and appurtenances (collectively, "Facilities"). The easement, rights, and privileges reserved herein are non-

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

exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Further, Grantor expressly excepts from this conveyance and reserves unto itself and its successors and assigns: (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted or reserved pursuant to this instrument or any permitted exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Declaration. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2014 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

EXECUTED to be effective as of the 9<sup>th</sup> day of NOVEMBER, 2014.

GRANTOR:

CL ASHTON WOODS L.P.,  
a Texas limited partnership

By: CL Texas I GP, L.L.C.,  
a Texas limited liability company,  
its Managing General Partner

By: Thomas H. Burlison  
Name: Thomas H. Burlison  
Title: Executive Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

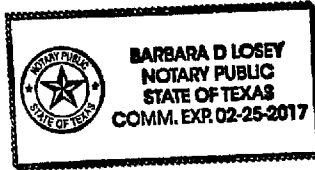
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burlison, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of November, 2014.

*Barbara D Losey*  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098



## FILED and RECORDED

Instrument Number: 2014048672

Filing and Recording Date: 11/10/2014 01:35:24 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-clarissa

**TENTH SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOUTHERN TRAILS, SECTION 15 AND 16  
PEARLAND, TEXAS**

THE STATE OF TEXAS     §  
  §                             KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

**WHEREAS**, that certain *Declaration of Covenants, Conditions and Restrictions for Southern Trails* dated August 17, 2005 and recorded in the Office of the County Clerk of Brazoria County, Texas, under Clerk’s File No. 2005049027 on August 23, 2005 (as supplemented and amended, the “**Declaration**”), executed by CL Ashton Woods, L.P., a Texas limited partnership (the “**Declarant**”), subjects Southern Trails (the “**Subdivision**”) to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

**WHEREAS**, Article II, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration and to the jurisdiction of the Southern Trails Residential Association, Inc., a Texas non-profit corporation (“the **Association**”) by filing of record a *Supplemental Declaration of Covenants, Conditions and Restrictions* (the “**Supplemental Declaration**”) which shall extend the scheme of the covenants and restrictions of the Declaration to such property and that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties; and

**WHEREAS**, the Declarant is the owner of Lots 1 through 31, Block 1, and Lots 1 through 11, Block 2, Southern Trails Section 15, according to the plat recorded in Document No. 2014029305, Official Public Records of Brazoria County, Texas; and Lots 1 through 12, Block 1, Southern Trails Section 16, according to the plat recorded in Document No. 2014030708, Official Public Records of Brazoria County, Texas (collectively, “**Annexation Property**”); and

**WHEREAS**, the Declarant desires to annex the Annexation Property within the boundaries of the Association and subject the Annexation Property to the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented and amended hereby and as may be amended in the future;

**NOW, THEREFORE**, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**ANNEXATION**

Pursuant to the powers retained by the Declarant under the Declaration, the Declarant hereby subjects Annexation Property to the provisions of the Declaration, as supplemented hereby and as may be amended in the future. The Annexation Property, or any part thereof, shall be held, transferred, sold, conveyed, used and occupied, or otherwise encumbered with the terms, covenants, conditions, easements, liens, and restrictions of the Declaration, as supplemented hereby and as may be amended in the future, which shall run with the title of such Annexation

Property, or any part thereof, and shall by binding upon all persons having any right, title or any interest in the Annexation Property or any part thereof, their respective heirs, legal representatives, successors, successors-in-title and assigns, and which shall inure to the benefit of each owner thereof.

EXECUTED this 30<sup>th</sup> day of September, 2014.

**DECLARANT:**

**CL ASHTON WOODS, L.P.**, a Texas limited partnership

By: **CL Texas I GP, L.L.C.**, a Texas limited liability company, its Managing General Partner

By: **Forestar (USA) Real Estate Group, Inc.**, a Texas corporation, its sole Member

By: Thomas H. Burleson  
Executive Vice President

STATE OF TEXAS §

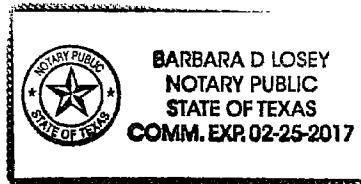
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 30<sup>th</sup> day of September, 2014, personally appeared Thomas H. Burleson, Executive Vice President of Forestar (USA) Real Estate Group, Inc., a Texas corporation, sole member of CL Texas I GP, LLC, a Texas limited liability company, Managing General Partner of CL Ashton Woods LP, a Texas limited partnership, and acknowledge that he executed the foregoing document on behalf of said entities.

Barbara D. Losey  
Notary Public in and for the State of Texas

**AFTER RECORDING, RETURN TO:**

Robert D. Burton  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
email: rburton@winstead.com





# FILED and RECORDED

Instrument Number: 2014042663

Filing and Recording Date: 10/01/2014 04:34:17 PM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

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***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-megan

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY  
BRAZORIA COUNTY, TEXAS**

CL ASHTON WOODS L.P., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand, paid by SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a Texas not-for-profit corporation ("Grantee"), whose mailing address is 6300 Bee Cave Road, Building 2, Suite 500, Austin, Texas 78746-5149, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

Restricted Reserve A and Restricted Reserve B and Restricted Reserve C and Restricted Reserve D and Restricted Reserve E and Restricted Reserve G and Restricted Reserve H, Final Plat of Southern Trails Section 17, a subdivision in Brazoria County, Texas, according to the map or plat recorded in Instrument No. 2015006631, Official Public Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements and reservations set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, under, through, and across the Property (the "Easement Tract") for the purpose of enforcing the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, recorded as Document No. 2005049027, in the Official Public Records of Brazoria County, Texas, as amended and supplemented (collectively, the "Declaration") and as Grantor may require and designate in writing from time to time in connection with the use and/or development of certain other real property which is currently owned by Grantor and adjacent to, contiguous with, or in close proximity to the Property (the "Retained Properties"), including, but not limited to, for the construction, operation, maintenance, replacement, repair and removal of utility facilities and appurtenances (collectively, "Facilities"). The easement, rights, and privileges reserved herein are non-

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exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Further, Grantor expressly excepts from this conveyance and reserves unto itself and its successors and assigns: (i) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as of the date hereof, (ii) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith, and (iii) all of Grantor's interest in water that is under the Property and that may be produced from it including any right to utilize any existing or future water wells and all of the benefits thereof that are not currently outstanding in other parties as of the date hereof; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all rights of Grantor and its successors and assigns to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted or reserved pursuant to this instrument or any permitted exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights and/or underground water or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights and/or underground water by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Declaration. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2016 and all subsequent years.

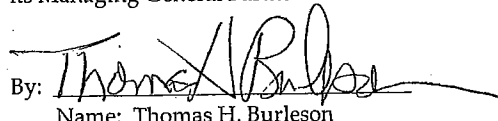
BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

EXECUTED to be effective as of the 15<sup>th</sup> day of November, 2016.

**GRANTOR:**

CL ASHTON WOODS L.P.,  
a Texas limited partnership

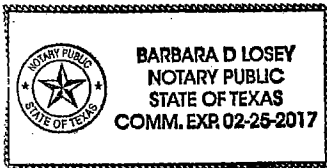
By: CL Texas I GP, L.L.C.,  
a Texas limited liability company,  
its Managing General Partner

By:   
Name: Thomas H. Burleson  
Title: Executive Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas H. Burseson, Executive Vice President of CL Texas I GP, L.L.C., a Texas limited liability company, Managing General Partner of CL Ashton Woods L.P., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15<sup>th</sup> day of November, 2016.



*Barbara D Losey*  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

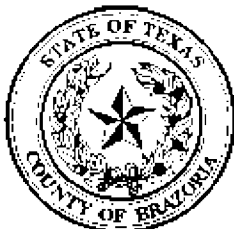
Forestar (USA) Real Estate Group Inc.  
3355 West Alabama, Suite 1240  
Houston, Texas 77098

# FILED and RECORDED

Instrument Number: 2016056626

Filing and Recording Date: 11/17/2016 10:49:25 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-samantha

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM OF RECORDING  
OF DEDICATORY INSTRUMENTS FOR THE KINGWOOD  
LAKES SOUTH COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The undersigned, as attorney for The Kingwood Lakes South Community Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

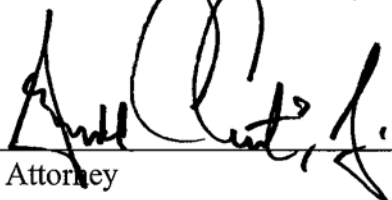
- ***The Kingwood Lakes South Community Association, Inc. - First Amended and Restated Fine and Enforcement Policy***  
(Exhibit "A").

IN WITNESS WHEREOF, The Kingwood Lakes South Community Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instrument to be filed of record with the office of the Harris County Clerk and, except as provided below, serves to supplement that certain Notice of Filing of Dedicatory Instrument for Kingwood Lakes South, filed as Instrument No. 20110546559 in the Official Public Records of Harris County, Texas; that certain First Supplement to the Notice of Filing of Dedicatory Instruments for Kingwood Lakes South, filed as Instrument No. 20120021286 in the Official Public Records of Harris County, Texas; that certain Second

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Supplement to the Notice of Filing of Dedicatory Instruments for Kingwood Lakes South, filed as Instrument No. 20140206452 in the Official Public Records of Harris County, Texas; that certain Kingwood Lakes South Community Manual, filed as Instrument No. 20150442997 in the Official Public Records of Harris County, Texas; and that certain Kingwood Lakes South Supplement to Community Manual, filed as Instrument No. 2016-24154 in the Official Public Records of Harris County, Texas. The dedicatory instrument attached hereto serves to replace any dedicatory instrument previously filed by The Kingwood Lakes South Community Association, Inc. addressing the same or similar subject matter.

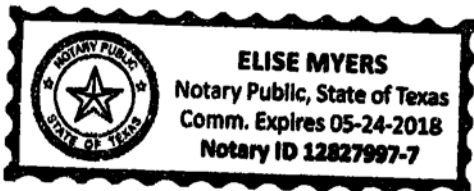
**THE KINGWOOD LAKES SOUTH  
COMMUNITY ASSOCIATION, INC.**

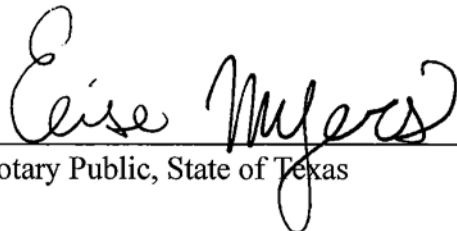
By:   
Its: Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS      §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for The Kingwood Lakes South Community Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 13<sup>th</sup> day of September, 2016.



  
Notary Public, State of Texas

RP-2016-411304



# EXHIBIT A

## THE KINGWOOD LAKES SOUTH COMMUNITY ASSOCIATION, INC.

### FIRST AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Kingwood Lakes South is subject to that certain Amended and Restates Declaration of Covenants, Conditions and Restrictions for Kingwood Lakes South, recorded in the Official Public Records of Harris County, Texas, as the same may be amended from time to time ("Declaration"). In accordance with the Declaration, The Kingwood Lakes South Community Association, Inc., a Texas non-profit corporation (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Articles of Incorporation, Bylaws, Community Manual, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this First Amended and Restated Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law. This First Amended and Restated Fine and Enforcement Policy shall amend and restate in its entirety the Amended and Restated Fine and Enforcement Policy recorded as Attachment 3 to that certain Kingwood Lakes South Community Manual, filed on September 29, 2015, and recorded as Document 20150442997 in the Official Public Records of Harris County, Texas.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may

establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Report of Violation. Upon discovery of a violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via electronic mail, via regular first-class mail or via postcard of the discovery of a violation(s) (the "Courtesy Notice"). The Owner will have at least fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the violation(s). The Board or its delegate may, in lieu of the Courtesy Notice, proceed immediately to the notice set forth in Paragraph 6 below.

6. Violation Notice. Except as set forth in *Section 6 (c)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records)(the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Paragraph 11, below), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within

the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

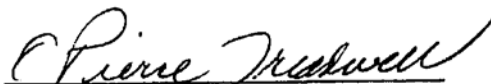
7. Violation Hearing. If the Owner is entitled to an opportunity to cure fire violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing may be held in less than ten (10) days after notice to the Owner of the date, time, and place of the hearing with the consent of the Board and the Owner. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.
8. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing. Declaration
9. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Article IV, Section 3* of the Declaration and

all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Article IV* of the Declaration. Unless otherwise provided in *Article IV* of the Covenant, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing tile enforcement of assessments pursuant to *Article IV* of the Declaration.

10. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
11. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
12. Section 209.006(h) of the Texas Property Code. The following are examples of uncurable and curable acts under Section 209.006(h). These lists are not intended to be all-exclusive lists of actions, but are included only to provide examples as guidance:
  - The following are examples of acts considered uncurable pursuant to 209.006(h): (1) shooting fireworks; (2) an act constituting a threat to health or safety; (3) a notice violation that is not ongoing; (4) property damage, including the removal or alternation of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument.
  - The following are examples of acts considered curable pursuant to 209.006(h): (1) a parking violation; (2) a maintenance violation; (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and (4) an ongoing noise violation such as a barking dog.
13. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

This is to certify that the foregoing Policy was duly adopted by the Board of Directors at a duly convened meeting held on August 16, 2016, will become effective when filed with the Office of the Harris County Clerk, and shall remain in effect until modified, rescinded or revoked by the Board of Directors.

**THE KINGWOOD LAKES SOUTH  
COMMUNITY ASSOCIATION, INC.**

  
President

**Schedule of Fines**

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

**\*FINES:**

<b>New Violation:</b> <b>Notice of Violation</b>	<b>Fine Amount:</b> <b>\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</b>
<b>Repeat Violation (No Right to Cure or Uncurable Violation):</b>	<b>Fine Amount</b> <b>1st Notice     \$50.00</b> <b>2nd Notice     \$75.00</b> <b>3rd Notice     \$100.00</b> <b>4th Notice     \$125.00</b>
<b>Continuous Violation:</b> <b>Continuous Violation Notice</b>	<b>Amount TBD</b>

**\*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.**

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer.

The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer.

This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

(Presentations)

III. Discussion:

Hearing Officer.

This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

III. Resolution:

Hearing Officer.

This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$44.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**FIFTH AMENDMENT TO MAINTENANCE AGREEMENT  
BETWEEN  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 34  
AND  
SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

This FIFTH AMENDMENT TO MAINTENANCE AGREEMENT (the "Fifth Amendment") is made and entered into this ~~22<sup>nd</sup>~~ day of ~~September~~ 2016, by and between SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC. ("STRA") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 34 (hereinafter referred to as "District").

**WITNESSETH:**

WHEREAS, STRA and the District have entered into a Maintenance Agreement, dated April 24, 2008, as amended by that First Amendment to Maintenance Agreement, dated February 26, 2009, that Second Amendment to Maintenance Agreement, dated June 28, 2012, that Third Amendment to Maintenance Agreement dated April 24, 2014, and that certain Fourth Amendment to Maintenance Agreement dated October 22, 2015 (collectively, the "Agreement"); and

WHEREAS, as set forth in the Agreement, the Facilities (as such term is defined in the Agreement) must be maintained at a standard necessary to maintain their primary use for detention and drainage, including, excavating or otherwise maintaining the Facilities to prevent excess silting that would minimize the use of the Facilities for detention or drainage; and

WHEREAS, STRA requested that the District contribute toward the costs associated with erosion prevention around the Facilities to prevent the unnecessary erosion of silt and dirt into the Facilities, as well as costs associated with mowing, cleaning, and other work needed to control vegetation and/or landscaping in and around the Facilities (collectively, the "Services"); and

WHEREAS, the Board of Directors of the District has determined that it is in the best interests of the taxpayers of the District for the District to contribute toward the cost of the Services (the "Contribution").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, STRA and the District hereby agree as follows:

1. STRA understands that the District's total Contribution for the Contribution Term (as defined below) will be \$55,650.00 and will be used by the Association to reimburse the Association for payments made towards the costs of the Services and for no other purpose. The District shall pay the Contribution for the



Contribution Term in one payment, and such payment shall be the District's total Contribution for the period of one (1) year that began on July 1, 2015, and ended June 30, 2016 (the "Contribution Term"). The District shall in no way be obligated to make any additional Contribution related to timing gaps between the current Contribution Term and any previous Contribution Term contemplated by the Agreement. Should the parties desire to continue to share the costs of the Services for an additional one (1) year term, subject primarily to the District's financial condition at the end of its current fiscal year, prior to August 30, 2017, the parties will mutually agree on an amount, if any, that the District is willing and able to contribute toward the costs of the Services for the next one-year Contribution Term associated with the District's completed fiscal year. At such time, a new amendment will be prepared and signed by both parties for the following year. Notwithstanding the foregoing, such future Contributions shall be made in the sole discretion of the District, and should the District either be unwilling or unable to extend the Contribution Term at any time during the future, the District is not obligated to do so.

2. All agreements related to carrying out the performance of the Services shall be entered into directly between STRA and the appropriate contractor. STRA shall be solely responsible for all obligations, including but not limited to payment, under the terms of such agreements, and the District bears no responsibility with respect to any of the obligations contained in such agreements.
3. At its sole option, the District may request an accounting report (the "Report"), including amounts and expense descriptions, of how STRA has spent the Contribution for the Contribution Term. Should the District choose to request a Report, STRA shall provide the Report within 60 days of receipt of the District's written request. Should the District request a Report, the District is not obligated to enter into an extension of the Contribution Term until they have received and reviewed the Report.
4. This Fifth Amendment shall modify the Agreement only insofar as it relates to the matters provided herein. All other existing terms and conditions not addressed in this Fifth Amendment shall remain in full force and effect and shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment in multiple copies, each of which shall be deemed to be an original, and shall be effective as of the date first specified.

SOUTHERN TRAILS RESIDENTIAL ASSOCIATION,  
INC.

By:


  
Name: Barbara Losey

Title: President

BRAZORIA COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 34

By:   
President, Board of Directors

ATTEST:

By:   
Secretary, Board of Directors

(SEAL)



**VI.**  
**BYLAWS**

## BYLAWS

The bylaws establish the procedures for carrying out the responsibilities set forth in the articles of incorporation. They define the powers and the manner for exercising those powers for the board of directors and by each of the association's officers. The bylaws create committees and describe how rules and regulations can be made and amended. Stated differently, the actual operation of the homeowner's association is governed by the bylaws of the association.

Among the specifics traditionally found in the bylaws are the policies governing the use of the proxies, the budget and finance procedures, and qualifications and eligibility requirements for the officers and directors. Meetings can be found in the bylaws as well as the dates for the annual and regular meetings.

BYLAWS  
OF  
SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION

ARTICLE I  
NAME AND LOCATION

The name of the association is SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC. (the "Association"). The Association is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 11375 W. Sam Houston Parkway S., Suite 100, Houston, Texas 77031, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II  
PURPOSE AND PARTIES

Section 2.01. Purpose. The purpose for which the Association is formed is to govern the residential area of Southern Trails, situated in the City of Pearland, County of Brazoria, State of Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (as same may be hereafter amended, the "Declaration") dated August 17, 2005, and recorded in Volume 2005049029, Page 2005049029 of the Deed Records of Brazoria County, Texas. Documen

Section 2.02. Parties. All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Properties are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

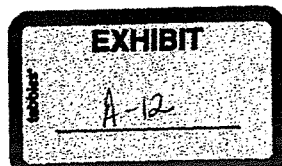
ARTICLE III  
DEFINITIONS

The definitions contained in the Declaration are incorporated herein by reference.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on his part, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations with respect to the Common Properties from time to time promulgated by the Association. Membership shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of

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the Properties. Ownership of any portion of the Properties shall be the sole qualification for being a Member; provided, however, a Member's voting rights, as herein described, or privileges in the Common Properties, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Common Properties and such land shall be owned subject to all of the terms and provisions of the Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land, and (ii) such non-voting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in the Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Properties merely as security for the performance of an obligation shall not be a Member.

**Section 4.02. Transfer.** Membership may not be severed from the Properties nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Properties and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Properties. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Properties shall automatically operate to transfer membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

**Section 4.03. Classes of Voting Membership and Voting Rights.** The Association shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** Class B Members shall be Declarant and any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Declarant shall be entitled to six (6) votes for each Lot owned by all Class B Members. Class B Members other than Declarant shall be non-voting Members of the Association. The Class B membership shall cease, and the Class B Member shall become a Class A Member, upon the earlier to occur of the following:

(a) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or

(b) when Declarant no longer owns record title to any of the Lots; or

(c) on the tenth (10th) anniversary date of the date the Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 of the Declaration shall be Members but shall not have voting rights.

**Section 4.04. Multiple Owner Votes.** Where there are multiple Owners of a Lot it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any such Lot shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the one vote per Lot shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

**Section 4.05. Suspension of Voting Rights.** The voting rights of any Member may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. The voting rights of any Member may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.



**Section 4.06. Quorum, Notice and Voting Requirements.**

(a) Subject to the provisions of Paragraph (d) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of the Members of the Association who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence, in person or by proxy, of Members entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(e) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

**Section 4.07. Annual Meeting.** The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meeting shall be set by the Board so as to occur not later than one hundred twenty (120) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

**Section 4.08. Special Meetings.** Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least fifty percent (50%) of the outstanding votes of the Members, regardless of class.

**Section 4.09. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or the Association's managing agent at least twenty-four (24) hours before the appointed time of each meeting. Proxies shall be revocable and shall be valid until the adjournment of the meeting for which they were given, unless such meeting is adjourned and reconvened, in which case, the proxy shall remain valid until such reconvened meeting is adjourned.

**Section 4.10. Action Without Meeting By Written Ballot.** Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, and these Bylaws.

## ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

**Section 5.01. Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the "Board"), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

**Section 5.02. Term of Office.** At the first meeting, the Members voting, regardless of class, shall elect two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members voting, regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

**Section 5.03. Removal.** The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, regardless of class. Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes, regardless of class. Any director who has three (3) consecutive unexcused absences from the regularly scheduled Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than ninety (90) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

**Section 5.04. Vacancies.** Vacancies on the Board shall be filled subject to the following provisions:

(a) Vacancies by Death or Resignation. In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) Vacancies by Increase in Directorships. Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

**Section 5.05. Indemnification of Officers and Directors.** Except in cases of fraud, willful malfeasance, gross negligence or bad faith of the director or officer in the performance of duties, and subject to the provisions of applicable Texas law, each director and officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved by reason of being or having been a director or officer of the Association. The Association may indemnify its officers and directors to the extent permitted by the Texas Non-Profit Corporation Act.

The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

**Section 5.06. Compensation and Loans.** No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of his or her duties of office. No loans may be made by the Association to any officer or director of the Association.

**Section 5.07. Action Without Meeting and Telephone Meetings.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. The Board may hold duly called meetings between directors by conference, telephone or other similar communication equipment by means of which all participants in the meeting can hear each other.

**ARTICLE VI  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 6.01. Nominations.** Nominations for election to the Board may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

**Section 6.02. Election of Board.** The initial Board shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VII  
MEETINGS OF DIRECTORS**

**Section 7.01. Regular Meetings.** Regular meetings of the Board shall be held, at least, quarter-annually at such place within the State of Texas, and at such hour as may be fixed from time to time by resolution of the Board. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 7.02. Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail not less than five (5) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by

telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 7.03. Quorum.** A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 7.04. Open Meetings.** All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**Section 7.05. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 7.06. Action Without Meeting and Telephone Meetings.** The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

If the Board takes an action by unanimous written consent, an explanation of the action taken shall be sent by mail to all directors within three (3) days after the written consent of all directors have been obtained.

## **ARTICLE VIII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 8.01. Powers and Duties.** The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties:

(a) If, as and when the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the

expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) Except as may otherwise be provided in the Declaration, to dedicate, mortgage or sell all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(d) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(e) To obtain, for the benefit of the Common Properties, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper;

(f) To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the Properties or any part thereof;

(g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(h) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board;

(i) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;

(j) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other property of the Association from loss or damage by suit or otherwise;

(k) If, as and when the Board, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(l) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(m) To establish, make, amend from time to time and enforce compliance with reasonable rules and regulations for the operation and use of the Common Properties by any means authorized under the Declaration, Bylaws or Articles of Incorporation, which shall include the right to impose reasonable monetary fines;

(n) To make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(o) Subject to Article VII of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in the Declaration;

(p) To provide services for the benefit of Members, including but not limited to security, entertainment, recreation, education and television cable;

(q) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(r) To suspend the voting rights of any Owners who have failed to pay their assessments or who have otherwise violated the Declaration, these Bylaws or the rules and regulations of the Association;

(s) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(t) To elect the officers of the Association, as provided in these Bylaws;

(u) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof; and

(v) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties.

**Section 8.02. Contracts Terminable.** Prior to the date that the Class B Membership converts to Class A Membership, the Board shall not enter into any contracts or agreements unless such contracts or agreements are terminable by the Board upon ninety (90) days prior written notice or less.

## ARTICLE IX OFFICERS AND THEIR DUTIES

**Section 9.01. Enumeration of Officers.** The officers of the Association shall be as follows:

(a) A President, who shall at all times be a member of the Board;

(b) A Vice President, who shall at all times be a member of the Board;

(c) A Secretary, who may or may not be a member of the Board;

(d) A Treasurer, who may or may not be a member of the Board; and

(e) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

**Section 9.02. Multiple Offices.** The offices of President and Secretary may not be held by the same person.

**Section 9.03. Election of Officers.** At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 9.04. Term.** The officers shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.



**Section 9.05. Special Appointments.** The Board may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 9.06. Resignation and Removal.** Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 9.07. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

**Section 9.08. Duties.** The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal; of the Association and affix it on all papers requiring said seal; (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

## ARTICLE X COMMITTEES

**Section 10.01. Architectural Control Committee.** The Board and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of

Article X of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members and those provisions are incorporated herein by reference for all purposes.

**Section 10.02. Other Committees.** In addition to the Architectural Control Committee previously authorized, other committees may be designated by a resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members, whenever in their judgment the best interests of the Association shall be served by such removal. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee. Each committee may adopt rules for its own government not inconsistent with the Bylaws or with rules adopted by the Board of Directors.

## ARTICLE XI CONTRACTS, CHECKS, FUNDS AND GIFTS

**Section 11.01. Contracts and Documents.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Association. The authority may be general or confined to specific instances.

**Section 11.02. Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the officer or officers, agent or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 11.03. Funds.** All funds of the Association shall be deposited from time to time to the credit of the Association in the banks or other depositories as the Board of Directors may select.

**Section 11.04. Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Association.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Association.

**ARTICLE XIII  
BOOKS AND RECORDS**

**Section 13.01. Inspection by Members.** The membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board may designate.

**Section 13.02. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
  - (b) Hours and days of the week when such an inspection may be made;
- and
- (c) Payment of the cost of reproducing copies of requested documents.

**Section 13.03. Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

**ARTICLE XIV  
ASSESSMENTS**

The provisions of Article V of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

**ARTICLE XV  
INDEMNIFICATION**

Subject to the provisions of Article 1396-2.22A of the Texas Non-Profit Corporation Act, the Association may indemnify directors, officers, agents and employees as follows:

1. **Extent.**

(a) Statutorily Required Indemnification. The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Article 1396-2.22A of the Texas Non-Profit Corporation Act, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) Permitted Indemnification. The Association, at the direction of and in the sole discretion of the Board, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

2. **Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Non-Profit Corporation Act. Furthermore, the Association may, for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

**ARTICLE XVI  
AMENDMENTS**

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Section 4.06 of these Bylaws; provided, however, until such time as the Class B Membership shall have ceased and been converted into Class A Membership, the Association shall not amend these Bylaws or the Articles of Incorporation, without the prior written approval of the Class B Member.

**ARTICLE XVII  
MISCELLANEOUS**

**Section 17.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**Section 17.02. Interpretation.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing non-profit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting Secretary of SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of May 5, 2005, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said corporation as of May 5, 2005.

*Bekky Ullman*

Name: Bekky Ullman  
Title: Secretary of Southern Trails  
Residential Association, Inc.

CERTIFICATION OF  
FIRST AMENDMENT TO THE BYLAWS OF  
SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.

The undersigned, being the members of the Board of Directors (the "Board") of SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC., a non-profit corporation (the "Association"), do hereby certify that:

1. The Association was formed to govern the residential area of Southern Trails, situated in Pearland, Brazoria County, Texas, in accordance with the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Southern Trails, dated August 17, 2005, recorded in the Official Public Records of Brazoria County, Texas, under Document No. 2005049027.

2. At the organizational meeting of the Board, the Board adopted the Bylaws (the "Bylaws") of the Association.

3. Article XVI of the Bylaws provides for the procedure to amend the Bylaws.

4. The Board desired to amend the first sentence of Section 7.01 of the Bylaws to read as follows:

Regular meetings of the Board shall be held, at least, annually at such place within the State of Texas, and at such hour as may be fixed from time to time by resolution of the Board.

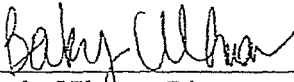
5. At a regular meeting of the members (the "Members") of the Association, the Members voted, in accordance with the Bylaws, to amend the Bylaws, as provided in Section 4 above, and the Bylaws have been amended, as provided in Section 4 above.

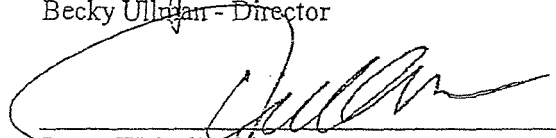
6. CL Ashton Woods, L.P., the Class B Member, has joined in the execution of this Certification to evidence its written approval to the amendment to the Bylaws, as provided in Section 4 above, since the Class B Membership has not ceased and been converted into Class A Membership.

7. The capitalized terms used in this Certification shall have the meanings given to such terms in the Declaration and the Bylaws, unless another meaning is specified herein.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of  
June 29, 2005.

BOARD OF DIRECTORS:

  
\_\_\_\_\_  
Becky Ullman - Director

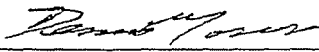
  
\_\_\_\_\_  
James W. Bell - Director

  
\_\_\_\_\_  
Dennis Moscoso - Director

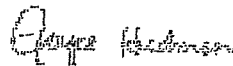
CLASS B MEMBER:

CL ASHTON WOODS, L.P.,  
a Texas limited partnership

By: AW SOUTHERN TRAILS, INC.,  
a Texas corporation  
- Managing General Partner

By:   
\_\_\_\_\_  
Dennis Moscoso, Vice President

Doc# 2006049098  
# Pages 25  
08/17/2006 2:54PM  
Official Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$112.00





e-Recording  
Doc# 2011053103  
# Pages 50  
12/29/2011 14:24:45 PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 208.00

*Joyce Hudman*

**V.**  
**ARTICLES OF INCORPORATION**

## ARTICLES OF INCORPORATION

The article of incorporation or “corporate charter” is the document that formally establishes the entity responsible for the maintenance, management and operation of the community property and the community concept. This entity is the homeowners association. The articles of incorporation provide the framework for the association’s organization, they define its membership and the voting rights of its members, and they create the officers and directors who will act on behalf of the organization. The charter establishes the association’s responsibility to administer to the shared community facilities and to promote and preserve harmony and uniformity within the residential community.

FILED  
In the Office of the  
Secretary of State of Texas

MAY 05 2005

ARTICLES OF INCORPORATION  
OF  
SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC. Corporations Section

I, the undersigned, a natural person of the age of eighteen (18) years or more, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

1. **Name.** The name of the corporation is SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC. (the "Corporation").

2. **Non-Profit Association.** The Corporation is a non-profit corporation.

3. **Duration.** The period of the Corporation's duration is perpetual.

4. **Purpose.** The purposes for which the Corporation is organized are:

(a) to provide for the maintenance, management, preservation, care, and architectural control of the Properties and the Common Properties;

(b) to promote the health, safety, and welfare of the residents within the Properties and the Common Properties.

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration;

(d) to fix, levy, collect, and enforce payment of all charges and assessments as set forth in the Declaration; and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes, and governmental charges levied or imposed against the Corporation or the property of the Corporation;

(e) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(f) to borrow money, and mortgage, pledge, or hypothecate any or all of the real or personal property of the Corporation as security for money borrowed or debts incurred;

(g) to dedicate, sell, or transfer all or any part of the Common Properties to any public agency, authority, or utility in accordance with the Declaration; and

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(h) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

**5. Restrictions and Requirements.** The Corporation is a non-profit corporation which has been organized and shall be operated solely and exclusively for the purposes that are specified in Section 4. No Member, director, officer, or employee of the Corporation shall ever receive or be lawfully entitled to receive any profit from the operations of the Corporation.

The Corporation shall not pay or distribute any dividends or other income to its Members, directors, or officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall have no power to take any action that is prohibited by the Texas Non-Profit Corporation Act. The Corporation shall not have the power to engage in any activities that are not in furtherance of the purposes that are specified in Section 4. Nothing herein shall prevent the payment to the directors and/or officers of the Corporation of reasonable compensation for services rendered and the reimbursement to the directors and/or officers of the Corporation of reasonable expenses that are incurred in connection with the Corporation's affairs.

The Corporation shall have no power to take any action that would violate the requirements for a tax exemption under Internal Revenue Code Section 528 and the related regulations, rulings, and procedures.

**6. Registered Agent and Office.** The street address of the initial registered office of the Corporation is 14643 Dallas Parkway, Suite 570, Dallas, Texas 75254, and the name of the Corporation's initial registered agent at such address is Tim Hagen.

**7. Directors.** The number of directors constituting the initial board of directors is three (3). The number of directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number of directors be less than the minimum number required by the Texas Non-Profit Corporation Act. The names and addresses of the persons who are to serve as the initial directors are:

<u>NAME OF DIRECTOR</u>	<u>ADDRESS OF DIRECTOR</u>
Becky Ullman	11375 W. Sam Houston Parkway S., Suite 100 Houston, Texas 77031
Mike Mandola	11375 W. Sam Houston Parkway S., Suite 100 Houston, Texas 77031
Dennis Moscoso	11375 W. Sam Houston Parkway S., Suite 100 Houston, Texas 77031

8. **Membership.** Every Owner of a Lot shall automatically be a Member of the Corporation. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of a Lot shall be the sole qualification for membership in the Corporation. The Corporation may (but shall not be required to) issue certificates evidencing membership in the Corporation. The voting rights of the Members are set forth in the Declaration.

9. **Voting Rights.** The Corporation shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** Class B Members shall be Declarant and any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Declarant shall be entitled to six (6) votes for each Lot owned by all Class B Members. Class B Members other than Declarant shall be non-voting Members of the Corporation. The Class B membership shall cease, and the Class B Member shall become a Class A Member, upon the earlier to occur of the following:

(a) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or

(b) when Declarant no longer owns record title to any of the Lots; or

(c) on the tenth (10th) anniversary date of the date the Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas.

10. **Amendments.** Amendments to these Articles of Incorporation shall be in accordance with the Bylaws of the Corporation.

11. **Incorporator.** The name and street address of the incorporator is Tim Hagen, 14643 Dallas Parkway, Suite 570, Dallas, Texas 75254.

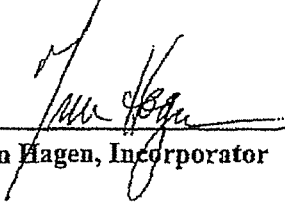
12. **No Cumulative Voting.** Members shall not be able to cumulate their votes in election of Directors.

13. **Limitation on Liability of Directors.** No Director shall be liable to the Corporation or its Members for monetary damages for an act or omission in the Director's capacity as a Director except to the extent otherwise provided by a statutes of the State of Texas.

14. **Indemnification.** The Corporation shall indemnify a person who was, is, or is threatened to be made or named defendant or respondent in litigation or other proceedings because the person is or was a director, officer, employee, or agent of the Corporation as provided in the Bylaws of the Corporation.

15. **Capitalized Terms.** The capitalized terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, recorded or to be recorded in the Deed Records of Brazoria County, Texas.

**EXECUTED** this the 3<sup>rd</sup> day of May, 2005.

  
\_\_\_\_\_  
**Tim Hagen, Incorporator**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF INCORPORATION  
OF**

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**  
Filing Number: 800489589

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/05/2005

Effective: 05/05/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State



**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**COVENANT ENFORCEMENT AND FINING POLICY**

**WHEREAS**, the Southern Trails Residential Association, Inc. (the “Association”) is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the “Declaration”), the Bylaws of Southern Trails Residential Association, Inc. (the “Bylaws”), any rules, guidelines and standards adopted by the Board pursuant to the Declaration (collectively, the “Governing Documents”); and

**WHEREAS**, pursuant to Article V, Section 5.05(b) and Article VI, Section 6.01(o) of the Declaration and Article VIII, Section 8.01(a) of the Bylaws, the Board is authorized to promulgate and enforce rules and to impose fines for violations of the provisions of the Governing Documents; and

**WHEREAS**, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the “Act”), the Board of Directors of the Association desires to promulgate the following policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the “Covenant Enforcement and Fining Policy” (to be referred to herein as the “Enforcement Policy”).

1. Exempted Actions/Remedies. This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association’s lien, is pursuing a self-help remedy, or in the event the Association temporarily suspends an Owner’s right to use Common Areas based upon a violation that occurred on the Common Areas and involved a significant and immediate risk of harm to others in the community. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association’s ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a “Violation” under this Policy for all purposes.

4. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the “Courtesy Notice”). The Owner will have at least fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail, return receipt requested (the “Notice of Violation”). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including any property damage caused by the Owner.

b. A description of the action required to cure the Violation and a reasonable time period to cure the Violation in order to avoid sanctions.

c. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney’s fees and costs will be charged to the Owner.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action.

8. Appeal. Following a hearing before a committee or delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a delegate of the Board.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. In the event that the Owner has not cured the Violation within the requested time period (or, in the case of a recurring Violation, the Violation has reoccurred), has not made a timely written request for a hearing, or the Board subsequent to a hearing decides to levy a fine, then the Board may impose a fine up to the amount of \$500.00 against the Owner (and occupant, if different from the Owner) and the Lot. In the event that the Board imposes a fine against an Owner and a Lot, the Board or its delegate will send a notice of the imposition of a fine (the "Notice of Fine") to the Owner.

b. If the Violation is still not corrected or cured within thirty (30) days from the date of the Notice of Fine (or, in the case of a recurring Violation, the Violation has

reoccurred), then the Board may impose a second fine up to the amount of \$500.00 against the Owner and the Lot.

c. If the Violation is still not corrected or cured within thirty (30) days from the date of the notice of the second fine (or, in the case of a recurring Violation, the Violation has reoccurred), then the Board may impose a third fine up to the amount of \$500.00 against the Owner and the Lot.

d. In the event that the Violation is not cured within thirty (30) days from the date of the notice of the third fine (or, in the case of a recurring Violation, the Violation has reoccurred), the Board may impose a per diem fine against the Owner and the Lot in any amount deemed reasonable by the Board of Directors, but not to exceed \$100.00 per day.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative

or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy, which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy.

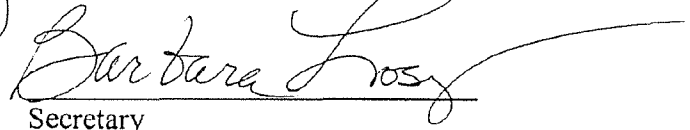
13. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

14. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on August 6th, 2012, and has not been modified, rescinded or revoked.

DATE: 8/6/12

  
Secretary

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SOUTHERN TRAILS  
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA         §

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOUTHERN TRAILS PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Notice") is made this 21<sup>st</sup> day of February, 2011, by Southern Trails Residential Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, CL Ashton Woods, L.P., a Texas limited partnership, ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas" on or about August 23, 2005, as Document No. 2005049027 of the Real Property Records of Brazoria County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the both the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

**WHEREAS**, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Brazoria County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Brazoria County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice of Filing of Dedicatory Instruments for Southern Trails Residential Association, Inc. to be executed by its duly authorized agent as of the date first above written.

SOUTHERN TRAILS RESIDENTIAL  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Justine Klink  
Its: Director

ACKNOWLEDGMENT

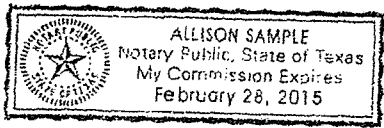
STATE OF TEXAS §  
  §  
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Justine Klink, Director of Southern Trails Residential Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21<sup>st</sup> day of December 2011.

Allison Sample  
Notary Public, State of Texas

Feb 28, 2015  
My Commission Expires



**Exhibit "A"**

**Dedictory Instruments**

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Rescission of Collection Policies
- A-5 Email Registration Policy
- A-6 Solar Energy Device Guidelines
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines
- A-11 Articles of Incorporation of Southern Trails Residential Association, Inc.
- A-12 Bylaws of Southern Trails Residential Association, Inc.
- A-13 Certification of First Amendment to Bylaws



SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

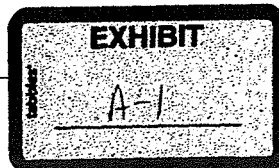
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

5. Definitions. The definitions contained in the governing documents of Southern Trails Residential Association, Inc. are hereby incorporated herein by reference.



**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 1/21/11

Justin Klacke  
Secretary

## EXHIBIT A – RECORD RETENTION SCHEDULE

### A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas, (the “Declaration”), the Bylaws of Southern Trails Residential Association, Inc. (the “Bylaws”), the Articles of Incorporation of Southern Trails Residential Association, Inc. (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

### B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

### C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

### D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

### E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**DOCUMENT INSPECTION AND COPYING POLICY**

**WHEREAS**, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

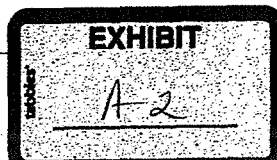
**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:



Southern Trails Residential Association, Inc.  
c/o Lone Star Association Management, Inc.  
2500 Legacy Drive, Suite 220  
Frisco, Texas 75034

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per

page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas and the Bylaws of Southern Trails Residential Association, Inc. are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/31/2011, and has not been modified, rescinded or revoked.

DATE: 12/31/2011

Justin Clark  
Secretary



**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**ALTERNATIVE PAYMENT PLAN POLICY**

**WHEREAS**, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

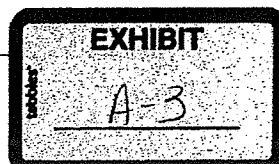
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.



- b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments.
- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1<sup>st</sup>) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan

schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas and the Bylaws of Southern Trails Residential Association, Inc. are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

**IT IS FURTHER RESOLVED** that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/29/2011

Justin Klute  
Secretary/Director

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**RESCISSION OF COLLECTION POLICIES**

**WHEREAS**, the Texas Legislature passed House Bill 1228 which amends Chapter 209 of the Texas Property Code by adding Sections 209.0092 and 209.0063 effective January 1, 2012; and

**WHEREAS**, effective January 1, 2012, Section 209.0092 changes the collection procedure for property owners associations by requiring associations to utilize an expedited judicial process in order to foreclose their assessment liens; and

**WHEREAS**, effective January 1, 2012, Section 209.0063 establishes a statutory priority of payments schedule for payments received by a property owners association from an owner.

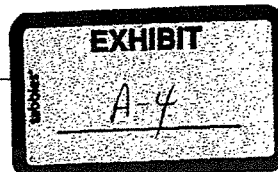
**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the policies and procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, as of January 1, 2012, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") repeals any and all existing collection policies and application of payments policies and replaces them with the procedures set forth in Sections 209.0092 and 209.0063 of the Texas Property Code. Effective January 1, 2012, all collection actions and application of payments will conform to Chapter 209 of the Texas Property Code.

**IT IS FURTHER RESOLVED** that this Rescission of Collection Policies is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin Kleck  
Secretary



**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**EMAIL REGISTRATION POLICY**

**WHEREAS**, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

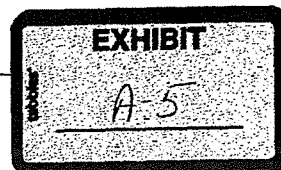
**WHEREAS**, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

**NOW, THEREFORE, IT IS RESOLVED**, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.



4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin H. Hall  
Secretary Director

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

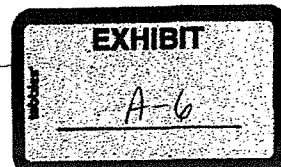
**SOLAR ENERGY DEVICE GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

**WHEREAS**, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices; and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

- A. An owner may not install a solar energy device that:
1. as adjudicated by a court:
    - a. threatens the public health or safety; or
    - b. violates a law;
  2. is located on property owned or maintained by the Association;
  3. is located on property owned in common by the members of the Association;
  4. is located in an area on the owner's property other than:
    - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
    - b. in a fenced yard or patio owned and maintained by the owner;
  5. if mounted on the roof of the home:
    - a. extends higher than or beyond the roofline;
    - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
    - c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or



- d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
  - 6. if located in a fenced yard or patio, is taller than the fence line;
  - 7. as installed, voids material warranties; or
  - 8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that these Solar Energy Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin K. Drake  
Secretary



**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

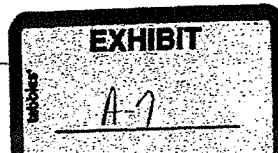
**RAINWATER COLLECTION DEVICE GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
    - (a) owned by the Association;
    - (b) owned in common by the members of the Association; or
    - (c) located between the front of the owner's home and an adjoining or adjacent street; or
  2. the barrel or system:
    - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.
- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show



the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

**IT IS FURTHER RESOLVED** that these Rainwater Collection Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin Klauke  
Secretary Director

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

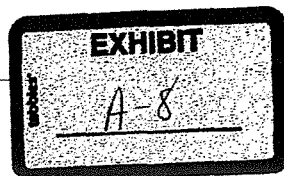
**ROOFING MATERIALS GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  - 1. are designed to:
    - (a) be wind and hail resistant;
    - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (c) provide solar generation capabilities; and
  - 2. when installed:
    - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
    - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



**IT IS FURTHER RESOLVED** that these Roofing Materials Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin Kline  
Secretary District

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**FLAG DISPLAY GUIDELINES**

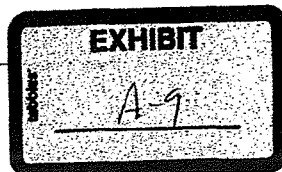
**WHEREAS**, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, Southern Trails Residential Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

**WHEREAS**, Article IX, Section 9.21 of the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas contain flag display provisions which conflict with Section 202.011.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
1. the flag of the United States of America;
  2. the flag of the State of Texas; or
  3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
  2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
  4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:



1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
  2. an owner may not install more than one flagpole on the owner's property;
  3. any flag displayed must not be greater than 3' x 5' in size;
  4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
  5. an owner may not locate a displayed flag or flagpole on property that is:
    - (a) owned or maintained by the Association; or
    - (b) owned in common by the members of the Association.
- D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin Kluck  
Secretary

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

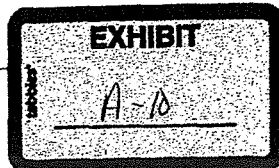
**RELIGIOUS ITEM DISPLAY GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Southern Trails Residential Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
1. threatens the public health or safety;
  2. violates a law;
  3. contains language, graphics, or any display that is patently offensive to a passerby;
  4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



**IT IS FURTHER RESOLVED** that these Religious Item Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12/21/2011, and has not been modified, rescinded or revoked.

DATE: 12/21/2011

Justin Klauke  
Secretary Director



**FIRST SUPPLEMENT TO THE  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SOUTHERN TRAILS  
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE  
[Assessment Collection Policy]**

STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA         §

**THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOUTHERN TRAILS PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "First Supplement") is made this 29<sup>th</sup> day of August, 2013, by Southern Trails Residential Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, CL Ashton Woods, L.P., a Texas limited partnership, ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas" on or about August 23, 2005, as Document No. 2005049027 of the Official Public Records of Brazoria County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the both the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

**WHEREAS**, on or about December 29, 2011, the Association previously recorded a Notice of Filing of Dedicatory Instruments for Southern Trails as Document No. 2011053103 of the Official Public Records of Brazoria County, Texas (the "Notice"); and

**WHEREAS**, the Association desires to supplement the Notice by recording the dedicatory instrument attached as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as *Exhibit "A"* is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Brazoria County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.



Exhibit "A"

Assessment Collection Policy

**SOUTHERN TRAILS RESIDENTIAL ASSOCIATION, INC.**

**ASSESSMENT COLLECTION POLICY**

**WHEREAS**, Southern Trails Residential Association, Inc. (the "Association") has authority pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions for Southern Trails, Pearland, Texas (the "Declaration") to levy assessments against Owners of Lots located within Southern Trails, a planned community located in Brazoria County, Texas (the "Development"); and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. **Generally.** The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. **Delegation to Management.** To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. **Ownership Interests.** As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. **Due Dates.** Pursuant to Article V of the Declaration, the due date for the Annual Maintenance Assessment is the first day of the period for which levied. The Board may levy Annual Maintenance Assessments quarter-annually, semi-annually or annually. Currently, the Annual Maintenance Assessments are levied annually and are due on January 1 of each year. The due date for a Special Assessment or Individual Special Assessment is the date stated in the notice of assessment or, if no date is stated, within ten (10) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full when due shall be delinquent



on the day following the Due Date (the "Delinquency Date") and shall be assessed late fees, handling charges and interest as provided in Paragraphs 7, 8 and 9 below.

5. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to sending the account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail, return receipt requested (the "Delinquency Notice"). The Delinquency Notice shall: (i) specify each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full within ten (10) days after the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be the highest non-usurious rate of interest allowed by Texas law or eighteen percent (18%) per annum, whichever is less, and shall accrue from the Delinquency Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Late Charges. In the event any assessment, or any portion thereof, is not paid in full at the expiration of fifteen (15) days after the Due Date, a late charge in an amount up to \$15.00 shall be assessed against the Owner and his or her Lot for each month that any portion of any assessment remains unpaid. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

9. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 7 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association that are not subject to Subsection 10(c) above;
- e. Next, to any fines assessed by the Association; and
- f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified in this Section, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Brazoria County, a written notice of lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, and in accordance with Chapter 209 of the Texas Property Code, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

15. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

16. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

17. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts

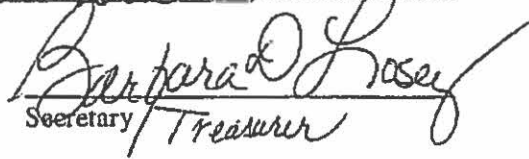


with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on August 29, 2013, and has not been modified, rescinded or revoked.

DATE: August 29, 2013

  
Secretary/Treasurer

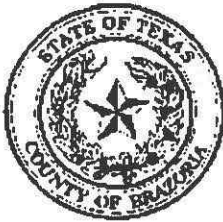
P:\RWB\WPMF Directory (Association Transactions)\Collection Policies\Southern Trails\Southern Trails - collection policy (2012 compliant).rtf

## FILED and RECORDED

Instrument Number: 2013042998

Filing and Recording Date: 08/29/2013 01:09:27 PM Pages: 10 Recording Fee: \$48.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krista

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

§  
§  
§

2014043319 RESTRICTION Total Pages: 4

**SOUTHERN TRAILS  
RESIDENTIAL ASSOCIATION  
PROPERTY OWNERS ASSOCIATION  
MANAGEMENT CERTIFICATE**  
As Required By Section 209.004, Texas Property Code

**NOTICE IS HEREBY GIVEN** that the below property is controlled by a mandatory homeowners association.

1. **SUBDIVISION INFORMATION:** Southern Trails Residential Association is a phased addition to the City of Pearland, Brazoria County, Texas.
  - The plat of Phase 1, Section 1, as Document No. 2005042703, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 2, as Document No. 2005042710, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 3, as Document No. 2005042725 Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 4, as Document No. 2005042729 Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 5, as Document No. 2005071323 Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 6, as Document No. 2008001371 Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 7, as Document No. 2007035728, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 8, as Document No. 2007035733, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 9A, as Document No. 2008020442, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 10, as Document No. 2009028804, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 11, as Document No. 2011052323; Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 12, as Document No. 2012053253; Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 13, as Document No. 2013059160; Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 14, as Document No. 2013026751, Plat Records, Brazoria County, Texas
  - The plat of Phase 1, Section 15, as Document No. 2014029305, Plat Records, Brazoria County, Texas.
  
2. **DECLARATION INFORMATION:** Lots in Southern Trails are subject to the Declaration of Covenants, Conditions & Restrictions for Southern Trails, recorded on August 17, 2005, as Document No. 2005049027, Real Property Records, Brazoria County, Texas, as it may be amended



Lone Star Association Management, Inc.  
2500 Legacy Drive, Suite 220  
Frisco, Texas 75034

2014043319 Page 3 of 4

## FILED and RECORDED

Instrument Number: 2014043319

Filing and Recording Date: 10/06/2014 03:11:26 PM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-carla