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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
VILLAS AT WILLOWBROOK
A HARRIS COUNTY SUBDIVISION**

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THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, Villas At Willowbrook, L.L.P., a Texas limited partnership, (the Declarant) is the sole record owner of that certain property heretofore platted and subdivided into that certain residential subdivision known as Villas At Willowbrook, according to the map or plat thereof recorded under County Clerk's File No. 2359526 of the Map Records of Harris County, Texas (the Subdivision); and

WHEREAS, the Declarant desires to establish a uniform plan for the development, improvement and sale of the Lots in the Subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of residential Lots in the Subdivision in order to protect and enhance the quality, value, desirability, and attractiveness of all Lots in the Subdivision;

WHEREAS, the Declarant seeks to establish procedures for enforcement of this Declaration and provide for the ownership and preservation of the amenities and common areas of the Subdivision, to create an Association to which shall be delegated and assigned the power of administering and enforcing the assessments, conditions, covenants, easements, reservations, including the levying, collecting and disbursing of the assessments and other funds collected by the Association; and

WHEREAS, there has been incorporated, or will be incorporated, one or more non-profit corporations created under the laws of the State of Texas whose directors will establish By-laws by which the Association shall be governed for the purpose of exercising the functions of the Association as provided for herein;

NOW, THEREFORE, the Declarant hereby declares as follows:

**ARTICLE I
DEFINITIONS**

RP 342-8-0612

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

SECTION 1.1. ANNUAL ASSESSMENT(S). The assessments levied pursuant to Article VII hereof for managing, maintaining, operating, repairing, and insuring the Common Area (and also private streets, private water and sanitary sewer facilities and private drainage facilities necessary to serve the Property, whether located inside or outside the Common Area) and other purposes set out in this Declaration.

SECTION 1.2. ARC OR ARC. The ARC established and empowered in accordance with Article IV of this Declaration.

SECTION 1.3. ARCHITECTURAL GUIDELINES. Those guidelines and standards the ARC is empowered to adopt and amend from time to time, which govern the Improvement to Property.

SECTION 1.4. ARTICLES OF INCORPORATION. The Articles of Incorporation of the Association.

SECTION 1.5. ASSOCIATION. VILLAS AT WILLOWBROOK HOME OWNERS ASSOCIATION, INC, a Texas non-profit corporation, its successors and/or assigns or replacements which has jurisdiction over the properties located within the land encumbered under this Declaration. The directors may change the name of the Association by amendment to the Articles of Incorporation of the Association without amending or changing this Declaration and/or the Plat and without requiring a vote of the Owners. This provision shall supercede any provisions to the contrary in the Bylaws.

SECTION 1.6. ASSESSMENT(S). An Annual Assessment, a Special Assessment, Capitalization Assessment or a Reimbursement Assessment.

SECTION 1.7. BOARD OR BOARD OF DIRECTORS. The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the By-laws and applicable provisions herein.

SECTION 1.8. BUILDER. Each Owner who is in the construction business or Person who regularly engages in the construction business who is constructing Improvements for an Owner.

SECTION 1.9. BY-LAWS. The By-laws of the Association, as same may be amended from time to time.

SECTION 1.10. COMMON AREA. All of the Subdivision other than the Lots, including the restricted reserves and private streets shown on the Plat. The Common Area may be owned by the Association for the benefit of and for the common use and enjoyment of the Owners of Lots in the Subdivision.

SECTION 1.11. DECLARANT. Shall mean and refer to Villas At Willowbrook, L.L.P., its successors and assigns so designated in writing by Villas At Willowbrook, L.L.P. No Person or entity merely providing loans to or purchasing (in the ordinary course of such purchaser's business) one or more Lots from Villas At Willowbrook, L.L.P. shall be considered a Declarant.

SECTION 1.12. DECLARATION. The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and Reserves in the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.13. DWELLING UNIT(S). A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage.

SECTION 1.14. ELECTION DATE. The earliest of the dates when (a) upon the transfer of ninety-four Lots to Owners, other than Villas At Willowbrook, L.L.P. or (b) Declarant by written notice to the Board notifies the Board of its election to cause the Election Date to occur.

SECTION 1.15. IMPROVEMENT TO PROPERTY. Includes, without limitation: (a) the construction, installation or erection of any building, structure, or other improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Architectural Guidelines, or the Rules and Regulations.

SECTION 1.16. IMPROVEMENTS. All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

SECTION 1.17. SUBDIVISION. All that certain real property reflected on the Plat.

SECTION 1.18. SUBDIVISION FENCE. The fence constructed on the outer perimeter of the subdivision.

SECTION 1.19. LOT(S). Each of the Lots shown on the Plat of the Subdivision.

SECTION 1.20. MAINTENANCE FUND. Any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and interest, penalties, costs and other sums and revenues collected by the Association pursuant to the provisions of this Declaration or by law.

SECTION 1.21. MEMBER(S). All Owners of Lots as provided in Section 3.3 of this Declaration.

SECTION 1.22. MORTGAGE. A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

SECTION 1.23. MORTGAGEE. A mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of any such mortgage or beneficiary.

SECTION 1.24. NOTICE AND HEARING. A written notice and a hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration or in the Bylaws.

SECTION 1.25. OWNER(S). Any person, firm, corporation or other entity, including Declarant or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.26. PERSON(S). A natural person, a corporation, a partnership, or any other legal entity.

SECTION 1.27. PLAT(S). The official plat of VILLAS AT WILLOWBROOK, filed of record under Harris County Clerk's File No. 2359526 in the Map Records of Harris County, Texas (the Subdivision); and any amendment thereto or replacement therefore.

SECTION 1.28. PLANS. The final construction plans and specifications (including a related site plan) for all elevations (front side and rear) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

SECTION 1.29. PROPERTY. All of that certain property known as VILLAS AT WILLOWBROOK a subdivision according to the map or plat thereof recorded under County Clerk's File No. 2359526, County Clerk's Film No. 601037_____, of the Map Records of Harris County, Texas (the subdivision) and any land annexed or deannexed thereto as provided for herein.

SECTION 1.30. REIMBURSEMENT ASSESSMENT. A charge against a particular Owner and its Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Section 7.8 hereof.

SECTION 1.31. RESERVE(S). Restricted Reserves A, B, C, D, E and F depicted on the Plat, which are restricted to water detention, landscaping and/or open space.

SECTION 1.32. RULES AND REGULATIONS. Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

SECTION 1.33. SPECIAL ASSESSMENT. A charge against each Owner and his/her Lot as approved by the Members in accordance with Section 7.4 hereof.

SECTION 1.34. UTILITY SERVICE AND EASEMENT AGREEMENT ("US&E Agreement"). The "Utility Service and Easement Agreement" made and executed by Declarant and Harris County Municipal Utility District No. 191 (MUD 191), as of MARCH 28, 2007 and recorded under Harris County Clerk's register number 20070192999

ARTICLE II ESTABLISHMENT OF GENERAL PLAN

SECTION 2.1. GENERAL PLAN AND DECLARATION. This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. Declarant, for itself, its successors, and assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and

Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.2. EQUITABLE SERVITUDES. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Area within the Subdivision, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as the dominant estate.

SECTION 2.3. COVENANTS APPURTENANT. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, and each Lot and the Common Area therein, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

SECTION 2.4. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the ARC.

ARTICLE III MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 3.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, By-laws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the By-laws and the provisions of the Declaration, the provisions of the Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the By-laws. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, By-laws, Rules and Regulations and Architectural Guidelines.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems

reasonably necessary or appropriate to maintain and operate the Subdivision (and also private streets, private water and sanitary sewer facilities and private drainage facilities necessary to serve the Property, whether located inside or outside the Subdivision) in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, water and sewer service, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. In addition to other powers granted the Board of Directors herein or in the Articles of Incorporation, the Board of Directors of the Association shall also have the power, but no obligation, to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes.

SECTION 3.2. BOARD OF DIRECTORS. The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the By-laws but there shall be at least three members of the board of directors.

SECTION 3.3. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 3.4. TRANSFER OF MEMBERSHIP FEES. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee Fifty dollars (\$50) or processing fee when ownership to any Lot changes.

SECTION 3.5. VOTING OF MEMBERS. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 3.3, with the exception of Villas at Willowbrook, L.L.P. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one person holds interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Villas at Willowbrook, L.L.P. The Class B Member shall be entitled to five (5) votes

for each Lot in which it holds the interest required for membership by Section 3.3; provided, however, that the Class B membership shall cease and be converted to Class A membership on the Election Date.

SECTION 3.6. POWER TO ADOPT RULES AND REGULATIONS.

The Association, through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Area (and also private streets, private water and sanitary sewer facilities and private drainage facilities necessary to serve the Property, whether located inside or outside the Common Area), and the use of any other property within the Subdivision, including the Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Member a copy of such Rule or Regulation and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

SECTION 3.7. POWER TO ENFORCE DECLARATION AND RULES AND REGULATIONS.

The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations, as more particularly described in Section 12.6 hereof; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion of any Member or Member's family, guests, or tenants from use of any recreation facilities in the Common Area during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach

continues; (e) by suspension of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Members' family, guests, or tenants, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration, Articles of Incorporation, Bylaws, or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (g) by promulgating, implementing, levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations or resolutions of the Board of Directors of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants. In connection with (d) through (g) above, Members shall be given notice of the action of the Board and be given an opportunity to be heard by the Board.

SECTION 3.8. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

SECTION 3.9. POWER TO GRANT EASEMENTS; US&E AGREEMENT. Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water facility, sewer facility, cable television, and other such easements (and related agreements) in, on, over, or under the Common Area. Additionally, the Association shall have the power to grant access, utility, drainage, water facility, sewer facility, cable television, and other such easements (and related agreements) in, on, over, and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots. The Property is all subject to and bound by the US&E Agreement, which is incorporated herein by this reference.

SECTION 3.10. BOOKS AND RECORDS. The books and records of the Association shall be available for review and inspection in the manner prescribed by Article 1396-2.23 of the Texas Non-Profit Corporation Act.

SECTION 3.11. SAFETY AND SECURITY IN SUBDIVISION. NEITHER THE DECLARANT, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, (ASSOCIATION AND RELATED PARTIES) SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING THE LIMITED ACCESS GATE, THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND

RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF THEIR DWELLING UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

SECTION 3.12. PROPERTY CODE SECTION 209. The Association shall file the Management Certificate, provide all notices, provide all hearing requirements, and otherwise comply with all of the provisions of the Texas Residential Property Owners Protection Act, Section 209, et seq., of the Texas Property Code.

SECTION 3.13. MAINTENANCE OF COMMON AREAS. As defined in Sec.1.10 , Common Areas are inclusive of the reserves and Private Streets . Association shall maintain the Common Areas (and shall also operate, maintain, repair and replace all private streets, private water and sanitary sewer facilities and private drainage facilities necessary to serve the Property, whether located inside or outside the Common Area) . Inclusive in the Reserves is Reserve A which is the landscape/detention reserve . The Association will operate, maintain, repair and replace the Detention Reserve and the Pumps and all related Equipment. Neither the County or MUD 191 will be responsible for the Detention Reserve or any private streets, private water and sanitary sewer facilities or private drainage facilities necessary to serve the Property, whether located inside or outside the Common Area. .

ARTICLE IV ARCHITECTURAL APPROVAL

SECTION 4.1. ARCHITECTURAL REVIEW COMMITTEE. A committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members of the Architectural Review Committee (ARC) until the Election Date. Thereafter, the Board shall have the right to appoint all members. Members of the Architectural Review Committee may, but need not be, Members of the Association. Members of the ARC appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial Members of the ARC are: Gurmukh S. Jolly, Ingeburg Brar and John Mills. Members of the ARC appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The ARC shall have the right to designate a Committee Representative by recordation of a notice of appointment in the Official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the ARC itself until such time as the ARC shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED. The written approval of a majority of the members of the ARC or the approval of the Committee Representative shall be required for any Improvement to Property before commencement of any work construction of such Improvement to Property. No improvements, including, but not limited to, buildings, additions, modifications or other improvements, shall be erected, placed or performed on any Lot until all plans and specifications and all information required by the ARC shall have been submitted to the ARC and approved in writing by the ARC as herein after provided.

SECTION 4.3. ADDRESS OF COMMITTEE. The address of the ARC shall be at the principal office of the Association.

SECTION 4.4. SUBMISSION OF PLANS. Before commencement of work to accomplish any proposed Improvement to Property, the Owner of the Lot proposing to make such Improvement to Property (the Applicant) shall submit to the President of the Association, by certified mail, return receipt requested, at the registered office of the Association and to the ARC, if the President of the Association is not on the ARC, at its offices copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the ARC reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Architectural Guidelines adopted by the ARC. Builders may submit their design

plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The ARC may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the ARC of all required materials in connection with the proposed Improvement to Property, the ARC may postpone review of any materials submitted for approval.

The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors.

SECTION 4.5. CRITERIA FOR APPROVAL. The ARC shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and the Plat, ordinances, governmental rules, or regulation; and that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Subdivision or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The ARC may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the ARC may deem appropriate.

SECTION 4.6. ARCHITECTURAL GUIDELINES. The ARC from time to time may adopt, supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the ARC may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 4.7. ARCHITECTURAL REVIEW FEE. The ARC may, in its Architectural Guidelines, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property and to cover the cost of inspecting and re-inspecting any Improvement to Property. The ARC may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed Improvement to Property.

SECTION 4.8. DECISION OF COMMITTEE. The decision of the ARC shall be made within thirty (30) days after receipt by the ARC of all materials required by the ARC. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated. The decision of the ARC promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the ARC.

SECTION 4.9. APPEAL TO ASSOCIATION BOARD. If the ARC denies or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the ARC within twenty (20) days after such denial or refusal. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the ARC and shall decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 4.10. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement to Property shall be deemed approved by the ARC, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the ARC within thirty(30) days after the date of receipt by the ARC of all required materials, provided, however, that no such deemed approval shall ever operate to permit any Applicant to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines, the ARC at all times retaining the right to object to any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

SECTION 4.11. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the ARC. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the ARC (unless an extension has been granted by the ARC in writing) or to complete the Improvements to Property in strict conformity with the description and materials furnished to the ARC, shall operate automatically to revoke the approval by the ARC of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Improvement to Property, other than attics and detached garages have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 4.12. NOTICE OF COMPLETION. Promptly upon completion of the Improvement to Property, the Applicant shall deliver a notice of completion

(Notice of Completion) to the ARC and, for all purposes hereunder, the date of receipt of such Notice of Completion by the ARC shall be deemed to be the date of completion of such Improvement to Property, provided that the Improvement to Property is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 4.13. INSPECTION OF WORK. The ARC or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate sixty (60) days after the ARC shall have received a Notice of Completion from the Applicant.

SECTION 4.14. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the ARC finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the ARC, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the ARC, or has not been completed within the required time period after the date of approval by the ARC, the ARC shall notify the Applicant in writing of the noncompliance (Notice of Noncompliance). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

SECTION 4.15. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Applicant's act or neglect, the ARC fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the ARC of a written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Applicant to construct or maintain any Improvement to the Property that violates any provision of this Declaration or the Architectural Guidelines, the ARC at all times retaining the right to object to any Improvement to Property that violates this Declaration or the Architectural Guidelines.

SECTION 4.16. APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE. If the ARC gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the ARC within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the ARC shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the ARC. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the ARC and shall decide, with reasonable promptness, whether or not there has been such

noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 4.17. CORRECTION OF NONCOMPLIANCE. If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the non-complying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 4.18. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the ARC or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the ARC or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the ARC of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

SECTION 4.19. POWER TO GRANT VARIANCES. The ARC may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions relating to single family residential construction and use as defined in Article V, Section 5.2 and Article VI, Section 6.2), including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall only become effective when signed by at least a majority of the members of the ARC. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance, except for Consents to Encroach relating to minor encroachments. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance

shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ARC other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.20. COMPENSATION OF ARC MEMBERS. The members of the ARC shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 4.21. RECORDS OF ACTION. The ARC shall report in writing to the Board of Directors all final action of the ARC and the Board shall keep a permanent record of such reported action.

SECTION 4.22. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the ARC, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 4.23. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION TO THE CONTRARY, NEITHER THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE ASSOCIATION, NOR ANY AGENT, EMPLOYEE, REPRESENTATIVE, MEMBER, SHAREHOLDER, PARTNER, OFFICER OR DIRECTOR THEREOF, SHALL HAVE ANY LIABILITY OF ANY NATURE WHATSOEVER FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED, CLAIMED, PAID OR INCURRED INCLUDING CLAIMS BASED UPON THEIR SOLE OR CONTRIBUTORY NEGLIGENCE BY ANY PERSON ON ACCOUNT OF (A) ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED, REVIEWED, OR APPROVED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE IV ABOVE, (B) ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, (C) THE FAILURE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS, DRAWINGS, SPECIFICATIONS OR OTHER DATA SUBMITTED BY AN OWNER OR OCCUPANT OF A DWELLING UNIT FOR APPROVAL PURSUANT TO THE PROVISIONS OF ARTICLE IV, (D) THE CONSTRUCTION INSPECTION OR PERFORMANCE OF ANY WORK RELATED TO SUCH PLANS, DRAWINGS AND SPECIFICATIONS, (E) BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON OR OTHER DAMAGE TO ANY DWELLING UNIT, IMPROVEMENTS OR THE PERSONAL PROPERTY OF ANY PERSON, WHICH MAY BE CAUSED BY, OR ARISE AS RESULT OF, ANY DEFECT, STRUCTURAL OR OTHERWISE, IN ANY DWELLING UNIT OR IMPROVEMENTS OR THE PLANS AND SPECIFICATIONS THEREOF OR ANY

PAST, PRESENT OR FUTURE SOIL AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN AND (F) ANY OTHER LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COURT COSTS AND ATTORNEY'S FEES SUFFERED, PAID OR INCURRED BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE AND OCCUPANCY OF ANY LOT, DWELLING UNIT, COMMON AREA OR ANY OTHER IMPROVEMENTS SITUATED THEREON.

SECTION 4.24. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the ARC may temporarily suspend the provisions of Articles V and VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

The Association or the ARC shall have the right to establish strict rules to which each Builder must comply. Each Builder must:

- A. carry liability insurance in the amount of at least \$1 million and worker's compensation insurance and require that any of its contractors and subcontractors carry liability insurance of the same amount and carry worker's compensation insurance;
- B. carry builder's risk insurance for the full value of the Dwelling Unit;
- C. provide the Association with copies of all insurance policies showing the Association as additional insured;
- D. meet such environmental requirements as the Association, in its sole discretion, shall impose, including, but not limited to, controlling discharge onto streets and into drains of the sewer system and requiring the Builder to obtain any required environmental permits;
- E. provide and maintain sanitary facilities for construction workers on the site under such conditions and requirements that the Association, in its sole discretion, may require from time to time during the construction;
- F. provide and be responsible for all utilities used on the construction site and indemnify and hold the Association and the Property harmless from any liability related to such liabilities;
- G. indemnify and hold the Association and the Property harmless from any and all liability related to the construction and the performance thereof, including any

responsibility for any materials, tools, equipment, etc. used during the construction; and

H. dispose of all trash and construction debris and clean the streets daily, clearing the street of any debris.

SECTION 4.25. OWNER CHOICE OF BUILDER. Notwithstanding any language to the contrary in this Declaration or any other document, the Declarant, the Association or the ARC shall have no authority to restrict the choice of Builder by any Owner so long as such Builder shall abide by the requirements of the Association and the ARC under these Declarations and the Rules and Regulations adopted by the Association.

SECTION 4.25. UTILITY AVAILABILITY. At the time of these Declarations, the utility services for each lot are supplied by MUD 191.

ARTICLE V ARCHITECTURAL RESTRICTIONS

SECTION 5.1. DWELLING UNIT SIZE. The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less twelve hundred (1,200) square feet. The ground floor area of any one and one-half story and two story Dwelling Units, exclusive of porches and garages, shall contain not less one thousand (1,000) square feet, and the total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages shall contain not less than Twelve hundred (1,200) square feet.

SECTION 5.2. HEIGHT AND CHARACTER OF DWELLING UNIT. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or forty-five feet (45') above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5.5 and other bona fide servants quarters; provided, however, that the servants quarters' structure may not exceed the main dwelling in height. Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or servant's quarters, so long as the maximum height of the buildings does not exceed forty-five feet (45').

SECTION 5.3. LOCATION OF DWELLING UNIT. Except as may be authorized in writing by the ARC, no Dwelling Unit or Improvement shall be located i) nearer to any front Lot line than the building line depicted on the Plat, ii) nearer to any side Lot line than three feet (3'), except for detached garages which

may be located within three feet (3') of the side set back line and iii) nearer to any rear Lot line than ten feet (10'). The set back restrictions in ii) and iii) above do not apply to fences, driveways or sidewalks. In no event may any building ever be constructed in the utility easements shown on the Plat.

SECTION 5.4. USE OF TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Subdivision as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other Improvements within the Subdivision. The right to use temporary structures in connection with the construction of Improvements may be assigned from time to time, in whole or in part, by Declarant to Builders.

SECTION 5.5. CARPORTS/GARAGES. No carports shall be constructed on any Lot without the prior written consent of the ARC. All garages shall be: (a) fully operable; (b) capable of housing at least one (1) or two (2) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant of the Dwelling Unit. No parking spaces in a garage may be used for the storage of personal property if the result is that one or more vehicles used or kept by the residents of the Lot must be parked in the driveway or in the street in front of the Lot. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes; however, upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with garage doors. Second stories on detached garages are prohibited. Front loading garages located within Seventeen feet (17') of the front building setback line on a Lot, as indicated on the Plat.

SECTION 5.6. DRIVEWAYS. Unless the ARC agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his/her expense a driveway from his/her garage to an abutting street.

SECTION 5.7. ROOFS. All roofs must be approved by the ARC in writing. Asphalt or composition type shingles must be: tones of black, brown, or gray in color;

SECTION 5.8. YARD SPRINKLER SYSTEM. Each Dwelling Unit may, but is not obligated to have an underground yard water sprinkler system covering front areas intended for grass planting, which, if installed, must be i) owned and maintained by the Owner of the Lot upon which it is situated, and ii) operated by the Owner as may be required by the Rules and Regulations as necessary to

maintain the grass and other landscaping in all yard areas. The yard sprinkler system shall contain adequate lap of spray such that the pattern provides full coverage of all the grass areas on a Lot. Any water sprinkler system installed on a Lot must comply with all requirements of the MUD District ; prior to installing a water sprinkler system, the Owner must obtain these requirements from the MUD District and obtain approval of the plans for the sprinkler system from the ARC.

SECTION 5.9. GRASS, SHRUBBERY AND LANDSCAPING.

Prior to sale thereof at all times thereafter, each Lot with a Dwelling Unit thereon shall be sodded in front with grass, and all areas visible from any street shall be landscaped with shrubbery of types and quantities approved by the ARC.

SECTION 5.10. ANTENNAS, SATELLITE DISHES , AND MASTS.

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Board of Directors may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than three feet in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the Act), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board of Directors may promulgate Architectural Guidelines, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Telecommunications Act.

SECTION 5.11. FLAGPOLES.

No flagpole shall be permanently erected on any Lot, unless prior written approval has been granted by the ARC.

SECTION 5.12. EXTERIOR LIGHTING.

All exterior lighting must first be approved by the ARC.

SECTION 5.13. SOUND DEVICES

No horns, whistles, bells, or other sound devices, except for security systems and intercom systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This section shall not preclude the use of outdoor speakers for hi-fi, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

SECTION 5.14. WINDOW TREATMENT. No window in any Dwelling Unit or other Improvement that is visible from any other Lot, any Reserve, or a street may be covered with any aluminum foil or other reflective material. All window treatments including curtains, drapes, blinds, shutters, and/or shades that are visible from any street or Reserve must be shades of white or beige, unless otherwise approved by the ARC.

SECTION 5.15. AIR CONDITIONERS. No roof or wall type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement. Window air conditioning units are prohibited.

SECTION 5.16. WALLS AND FENCES. The construction or installation of walls and fences (including the location thereof), by Owners on Lots shall be subject to approval by the ARC in accordance with the provisions of this Declaration and any Architectural Guidelines. Wooden fences are prohibited within the first fifteen feet (15') behind the front line of the Dwelling Unit. In no event shall any fence or wall on any Lot be (i) constructed of chain link or wire; (ii) placed in front of the building setback lines set forth in Section 5.3; or (iii) placed in front of the Building Unit without the prior written approval of the ARC. The Builder of the Dwelling Unit or Owner of any Lake Lot prior to the occupancy of the Dwelling Unit on any Lake Lot shall install a wrought iron fence on the rear portion of the Lake Lot contiguous with Restricted Reserve C, as reflected on the Plat and as approved in writing by the ARC. Except for the Subdivision Fence, the Owner shall be responsible for maintaining and repairing all walls and fences located on his/her Lot. The Association shall maintain the Subdivision Fence and any fences on the Common Area. The Association is granted an easement over and across the Lots upon which the Subdivision Fence is located or across Lots as needed to maintain fences on Common Areas in order to maintain or rebuild the Subdivision Fence as may be necessary in the sole judgment of the Board. The Owners of the Lots upon which the Subdivision Fence is located shall (i) ensure no roots, branches or other portions of plants ever impair the structural integrity of the Subdivision Fence; and (ii) be responsible for all damages to the Subdivision Fence caused by said Owners intentional or negligent acts. The character and type of fences constructed on a Lot by the Declarant may not be altered without the written consent of the ARC.

SECTION 5.17. DISPOSAL UNIT REQUIREMENTS. Each kitchen in each Dwelling Unit or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit.

SECTION 5.18. REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION. During the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lots all tree stumps, tree-limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled from

any Lot may be placed elsewhere within the Subdivision, unless approved in writing by the ARC. Additionally, each Owner or Builder, during construction of improvements, continuously shall keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in any street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, no less frequently than daily.

SECTION 5.19. EXCAVATION AND TREE REMOVAL. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees in excess of six inches (6) in trunk diameter shall be cut or removed, except to remove dead trees, without the approval of the ARC. Provided, however, trees that are within eight feet (8') from the foundation of a Dwelling Unit may also be removed to protect the foundation of the Dwelling Unit.

SECTION 5.20. DRAINAGE. No Owner of a Lot shall be permitted to construct improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area; and, in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved by the ARC or Board, as may be applicable, shall be required in order that all such rain water and irrigation water shall drain into an underground drainage system at such Lot (or other means approved by the ARC or Board, as may be applicable).

SECTION 5.21. PRIVATE UTILITY LINES. All electrical telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be (i) installed in underground conduits or other underground facilities, unless otherwise approved in writing by the ARC, and (ii) shall be maintained at all times by the Owner of the Lot upon which is located.

SECTION 5.22. WIND GENERATORS. No wind generators shall be erected or maintained on any Lot that are visible from any street, Lot or the Reserves.

SECTION 5.23. SOLAR COLLECTORS. No solar collector shall be installed without the prior written approval of the ARC. Any such installation shall be in harmony with the design of the Dwelling Unit. Solar collectors shall be installed in a location not visible from any street, unless otherwise approved by the ARC.

SECTION 5.24. LOT AND IMPROVEMENT MAINTENANCE. The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas,

weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the ARC. The Association or Declarant shall have the right, after ten (10) days notice to the Owner of any Lot, setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such Lot in a neat and attractive condition consistent with the intention of the Declaration. The person who is the Owner of such Lot at the time such work is performed by the Association shall be personally obligated to reimburse the Association (or Declarant, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Declarant, and if such amount is not paid within said period of time, such owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same to the extent performed by the Association shall be secured by the lien retained to the Association in Section 7.1 of this Declaration.

SECTION 5.25. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to any improvement (not the product of normal wear and tear), the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a hardship extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's Application for a hardship extension within thirty (30) days from the date of submission. In no event shall the granting of a hardship extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the ARC, so as to present a pleasing and attractive appearance.

SECTION 5.31. MAILBOXES. Only U.S. postal approved and installed mailboxes are acceptable in the areas approved by the U.S. Postal Service. Individual mailboxes must conform to the guidelines established by the ARC; be approved by the ARC, and; be of the same exterior material of the Dwelling Unit. No decorative embellishments are permitted. If a mailbox requires replacement, unless otherwise approved by the ACC, the mailbox must be replaced with one that is structurally the same as the prior mailbox.

SECTION 5.27. HOLIDAY DECORATIONS. Exterior holiday decorations are only allowed for generally recognized holidays and may be placed on a Lot no earlier than thirty (30) days in advance of the holiday. Holiday decorations shall be promptly removed from each Lot and Dwelling Unit as soon as such holiday passes and in no event shall such decorations be allowed to remain on a Lot or Dwelling Unit for more than ten (10) days after the holiday passes.

SECTION 5.28. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters shall be located at the rear or side of all Dwelling Unit out of view from the streets in the Subdivision, with the exception of meters on Lake Lots, which, to the extent practicable, shall be located at the side of the Dwelling Unit out of view from the Lake. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Dwelling Unit or at the side of the Lot screened from view in a manner approved by the ARC.

SECTION 5.29. RECREATIONAL FACILITIES. Free-standing playhouses, play structures and tree houses are permitted only with the approval of the ARC. The type, color and location of a basketball goal on a Lot must also be approved in writing by the ARC. Provided, however, no basketball goals may be attached to the roof of the Dwelling Unit and no basketball goals may ever be placed in front of the building set back line on a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located only at the rear of the Dwelling Unit; all barbecue grills and other types of outdoor cooking equipment must be maintained and kept in a neat and attractive condition. The ARC is hereby vested with the authority to determine whether a barbecue grill or other type of outdoor cooking equipment on a Lot is being maintained in a neat and attractive condition and its determination shall be final.

SECTION 5.30. CONSOLIDATION AND SUBDIVISION OF LOTS. Upon the written approval of the ARC, any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case i) setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat, and ii) the resulting site shall be considered one Lot for all purposes under the Declaration. No Owner may ever subdivide Lots so that the resulting building sites are less square footage than the smallest Lot as originally reflected on the Plat.

SECTION 5.32. EXTERIOR FINISH OF DWELLING UNITS. It is the intention that the exteriors of the Dwelling Units vary from its neighbors so that Dwelling Units side-by-side do not have a uniform appearance. Each Owner shall be required to ensure that the exterior architecture, including color, be different from the Owner's next-door neighbor. When submitting the documents required for approval under Section 4.4, Owner shall submit such information with the initial application for the ARC approval, including elevation plans, for the ARC to determine that the Owner is in compliance with this provision.

SECTION 5.33. NOT PROHIBITED. Nothing in the Declaration or any Rules or Regulations adopted by the Association shall prohibit or restrict an Owner from (1) implementing measures promoting solid waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on the grass; (2) installing rain barrels or a rainwater harvesting system; or (3) implementing efficient irrigation systems, including underground drip or other drip systems.

ARTICLE VI USE RESTRICTIONS

SECTION 6.1. GENERAL. No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. The Board of Directors may restrict the use of Common Area to Owners in that have paid all monies owed the Association and have not been notified in writing that of any violation of this Declaration or the Rules and Regulations.

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

SECTION 6.2. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his/her Lot and the Dwelling Unit on his/her Lot, if any, for single family residential purposes only. As used herein, the term single family residential purposes shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business (profit or non-profit),

educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term **Single family residential purposes** shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants. If it is found that this definition, or any other provision contained in the Declaration is in violation of any law, then this Section shall be interpreted to be as respective as possible to preserve as much of the original section as allowed by law.

SECTION 6.3. CARE-GIVING FACILITIES. No Lot shall be used for the operation of a i) boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility, or, ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

SECTION 6.4. VEHICLES. No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked in a driveway or on the streets in the Subdivision in excess of forty-eight (48) consecutive hours or so as to obstruct or block a sidewalk. No go carts, dirt bikes, three, four or six wheelers or similar type of all terrain vehicles may be operated on the streets or in the Common Area of the Subdivision. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any

vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests, however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on Lots and the streets in the Subdivision.

SECTION 6.5. NO NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

SECTION 6.6. NO HAZARDOUS ACTIVITIES. No activity shall be conducted on and no improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

SECTION 6.7 FIREWORKS AND FIREARMS. The discharge of fireworks or firearms within the Property is prohibited. The terms firearms includes B-B guns, pellet guns, and other firearms of all types, regardless of size or caliber.

SECTION 6.8. RESTRICTIONS ON GARBAGE AND TRASH. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

SECTION 6.9. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots/streets or the Common Area.

SECTION 6.10. ANIMALS. No animals of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot (except for fish or reptiles of a type customarily kept within normal home aquariums and birds kept inside

cages inside a Dwelling Unit, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A reasonable number as used in this Section 6.9 ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal, bird or fish that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

SECTION 6.11. SIGNS AND BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than seven (7) square feet advertising the particular Lot or Dwelling Unit on which the sign is situated for sale or lease. No sign of any kind shall be displayed to public view on any residential Lot, except a sign(s) of not more than six (6) square feet area which is used to: (a) advertise the property for sale or lease; (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a thirty (30) day period starting no earlier than thirty (30) days prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum; or (e) local school spirit signs approved by the ARC for designated periods of time. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. The Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 6.10 be erected, permitted or maintained on any Lot without the express prior written consent of the ARC.

SECTION 6.12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 6.13. PRIVATE WATER WELLS AND SEPTIC TANKS. Private water wells and septic tanks are prohibited on Lots.

SECTION 6.14. LEASING. Lots may only be leased for single family residential purposes as defined in Section 6.2. No Owner shall be permitted to lease his/her Lot for hotel or transient purposes, which for purposes of this Section 6.14 is defined as a period of less than one (1) year. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the terms of the Declaration, Articles of Incorporation, By-Laws, Architectural Guidelines and Rules and Regulations of the Association. The Owner making such lease shall not be relieved from any of such obligations under said documents. The Owner shall advise the Association in writing of the name, mailing address and phone number of all occupants of the Dwelling Unit.

SECTION 6.15. POOLS, SPAS, HOT TUBS AND PONDS. All pools, spas and hot tubs shall be maintained in a healthy, safe and sanitary condition. The bacterial content of the water in any pool, spa, hot tub or pond or other water feature of any type shall not be allowed to exceed the safe limits as prescribed by established standards of the Texas Department of Health, as applicable.

ARTICLE VII COVENANTS FOR ASSESSMENTS

SECTION 7.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments;
- (b) Special Assessments;
- (c) Reimbursement Assessments; and
- (d) Any other Assessment or charges levied by the Association, as allowed by law or this Declaration.

The Annual, Special, Reimbursement Assessments and other Assessments (the Assessments), together with interest, costs and reasonable attorney's fees, shall also be a charge on the land and shall be a continuing lien upon the property against which the Assessments are made. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation

of the person who was the owner of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his/her successors in title unless expressly assumed by them.

SECTION 7.2. PURPOSE OF ANNUAL ASSESSMENTS. Each Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the Maintenance Fund, which Annual Assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before January 1 of each year, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association, require. Such assessment will be uniform, except as hereinafter provided for Declarant and any Builder to whom Declarant sells a Lot. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision, as well as any other subdivision brought within the jurisdiction of the Association; provided, however, that other subdivisions to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the Annual Assessment on a uniform, per Lot basis, equivalent to the Annual Assessment imposed hereby. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: establishing and maintenance of a reserve fund, constructing and/or maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, the Entrance Wall/Fence, and the Common Area; operating, maintaining, repairing and replacing streets, water and sanitary sewer facilities and drainage facilities necessary to serve the Property, whether located inside or outside the Common Area; making any payments required or authorized by the US&E Agreement or other easements or agreements relating to water, sewer or drainage; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments; employing service providers; and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

SECTION 7.3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual Assessment shall be Five hundred dollars and no cent (\$500) per lot per year.

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- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten percent (10%) above the Annual Assessment for the previous year without a vote of the membership.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of those Members eligible to vote who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein.
 - (d) Notwithstanding any other provision to the contrary, the Board of Directors may exceed any such maximum or limit on assessments and levy additional assessments to the extent reasonably necessary to provide essential water, sewer and drainage services, including costs of operating, maintaining, repairing and replacing water and sanitary sewer facilities and drainage facilities necessary to serve the Property, whether located inside or outside the Common Area and making any payments required or authorized by the US&E Agreement or other easements or agreements relating to water, sewer or drainage (and such additional assessments include, but are not limited to, the utility assessments mentioned in Section 8.4 hereof).

SECTION 7.4. SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 7.2. Provided, however, any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 7.5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 7.3. AND 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 or 7.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the eligible votes shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum as the subsequent meeting shall be one-half (2) of the required quorum at

the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7.6. UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments must be fixed at a uniform rate; provided, however, Lots which are owned by a Builder, as defined herein, shall be assessed at the rate of one-half (2) of any Annual Assessment or Special Assessment currently assessed. Provided further, notwithstanding anything contained in the Declaration to the contrary, Lots owned by Declarant are exempt from the payment of Annual and Special Assessments until the Class B membership has converted to Class A membership as provided in Section 3.5.

SECTION 7.7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

SECTION 7.8. REIMBURSEMENT ASSESSMENTS. The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the Bylaws, Architectural Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The term Reimbursement Assessment shall also include any fines levied by the Association. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

SECTION 7.9. ESTOPPEL CERTIFICATES. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Managing Agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 7.10. ATTRIBUTION OF PAYMENTS. If any Owner's payment of an Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against a Common Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment

has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

SECTION 7.11. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

Any assessments not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

- (a) late charges, interest at the rate of eighteen percent (18%) per annum from the due date, and all costs of collection, including reasonable attorney's fees; and
- (b) all rights of the Owner as a Member of the Association shall be automatically suspended until all Assessments and related costs are paid in full, including usage of the Common Area, and during such suspension, such Owner shall not be entitled to vote upon any matters coming before the membership. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien and the right to appoint trustees to exercise said power of sale. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas; and the Board of Directors of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

SECTION 7.12. NO OFFSETS. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration or claim by the Owner of non-use of the Common Area or abandonment of his/her Lot or claim by the Owner of inconvenience or discomfort arising from the making of repairs or improvements to Common Area or from any

action taken to comply with any law or any determination of the Board of Directors or for any other reason.

SECTION 7.13. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the Assessments provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

SECTION 7.14. REIMBURSEMENT OF DECLARANT.

Recognizing that the initial cost of administration and maintenance of the Common Area and the Association may have to be subsidized by Declarant, the Directors (whether the Directors are same as the Declarant, his/her agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Directors' fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association.

**ARTICLE VIII
EASEMENTS AND UTILITIES**

SECTION 8.1.

TITLE TO UTILITY LINES. The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Declarant, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Declarant or the Association and their successors and assigns (except as otherwise provided in the US&E Agreement, and except that the Declarant and the Association are responsible for operating, maintaining, repairing and replacing streets, water and sanitary sewer facilities and drainage facilities necessary to serve the Property, whether located inside or outside the Common Area and making any payments required or authorized by the US&E Agreement or other easements or agreements relating to water, sewer, or drainage). The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his/her Lot.

SECTION 8.2. ASSOCIATION EASEMENTS. The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration.

SECTION 8.3. UTILITY EASEMENTS.

(a) Easements as shown on an applicable recorded Plat and rights of entry to them for installation, maintenance and operation of utilities and drainage facilities are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or operation of utilities. The easement areas of each Lot and all improvements therein or thereon shall be maintained by the Owner of the Lot, except those improvements of a public authority or utility which shall be maintained by such authority or utility (and except as otherwise provided in the US&E Agreement, and except that the Declarant and the Association are responsible for operating, maintaining, repairing and replacing streets, water and sanitary sewer facilities and drainage facilities necessary to serve the Property, whether located inside or outside the Common Area and making any payments required or authorized by the US&E Agreement or other easements or agreements relating to water, sewer, or drainage). The title to a Lot shall not include title to any utility facilities located within easements or streets. No public utility shall be liable for damage to any plants, structure or buildings located in or on such easements or streets because of the installation, connection, disconnection, operation, repair, replacement or maintenance of the utility facilities.

(b) In addition to all other applicable easements as established herein or by any Plat, a private non-exclusive easement is hereby granted under any private street located within the Subdivision for purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing any electrical, water, sewer, gas, cable television and any other utilities as determined by the Board, together with rights of ingress and egress to or from any such easement. This easement shall not include by implication or otherwise any appurtenant aerial easement.

SECTION 8.4 UTILITY ASSESSMENTS.

(a) Establishment. IN ADDITION TO ANY OTHER ASSESSMENTS DUE AND PAYABLE AS HEREIN PROVIDED, THE OWNER OF EACH LOT WHICH IS PROVIDED UTILITIES THROUGH THE ASSOCIATION SHALL PAY AS A SPECIFIC ASSESSMENT A UTILITY ASSESSMENT TO COVER COSTS AND EXPENSES INCURRED BY THE ASSOCIATION TO PROVIDE WATER TO EACH SUCH LOT, AND TO PROVIDE, MAINTAIN, REPAIR AND REPLACE AS ANY APPLICABLE WATER DISTRIBUTION SYSTEM, DETENTION POND AND STORM WATER POLLUTION CONTROL OR FILTRATION SYSTEM, AND SEWAGE COLLECTION AND DISPOSAL SYSTEM. ALL OF THE FOREGOING, PLUS COSTS AND EXPENSES FOR ADMINISTRATION, INSURANCE, AND

MAINTENANCE OF REASONABLE RESERVES RELATED THERETO, SHALL BE INCLUDED WITHIN AND PAID FROM UTILITY ASSESSMENTS.

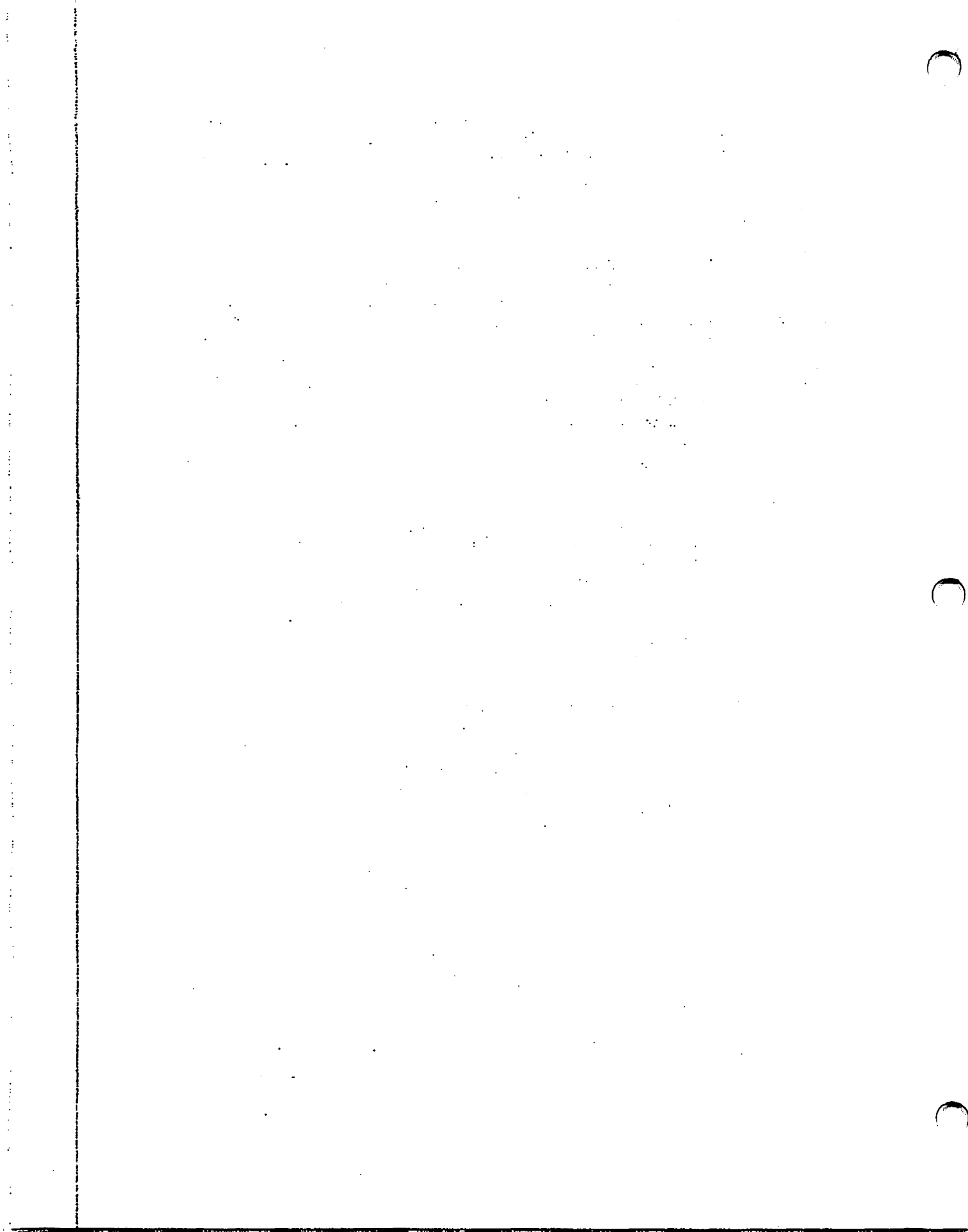
(b) Water Meters: Sewer Connections. Declarant anticipates one or more master water meters will be installed to provide water to the Subdivision, and that a submeter will be installed for each Lot. Declarant and Association will operate, maintain, repair and replace not only the submeters but also the facilities between the master meter and the submeters. Likewise, Declarant anticipates that there will be a master sewer connection. Declarant and Association will operate, maintain, repair and replace all facilities between the master sewer connection and the connections to individual Lots.

(c) Budgets, Rates and Interim Assessments. The utility assessment shall be paid in advance, either annually, semi-annually, quarterly or monthly as Declarant or the Board shall determine, on or before the first day of the month of the applicable payment period. If paid other than annually, then the semi-annual. Quarterly or monthly installments of assessments, as the case may be, shall be rounded upward to the next dollar, and the regular annual amount of the water utility assessment shall be automatically adjusted upward by the amount of such rounding. DURING THE DEVELOPMENT PERIOD, DECLARANT IS ENTITLED TO SET AND CHANGE THE ANNUAL RATE OF UTILITY ASSESSMENTS. Thereafter, the annual rate of utility assessment per Lot as hereafter specified may be adjusted from time to time as herein provided for the expenses of the Association to be paid from utility assessments for the succeeding twelve month period (including funding of capital, contingency and other reserves). THE UTILITY ASSESSMENT BUDGET IS NOT SUBJECT TO DISAPPROVAL BY OWNERS UNDER SECTION 8.4 OR OTHERWISE. The board shall set the annual rate of utility assessments based on the budget, and determine whether same will be payable annually, semi-annually, quarterly or monthly. At least thirty days written notice of such determinations must be given to Owners of all Lots if any change is made as to the due dates or amount of the annual rate of utility assessment. THE FOREGOING NOTICE REQUIREMENT DOES NOT APPLY DURING ALL PERIODS OF THE TIME DURING WHICH A DELINQUENT ASSESSMENT ACCOUNT HAS BEEN TURNED OVER TO AN ATTORNEY FOR PROCEEDINGS TO COLLECT SAME. The utility assessment rate shall be uniform as to all Lots; provided, the Board may, by amendment hereof as hereafter provided or by adoption of applicable Rules and Regulations (i) establish a different rate structure and/or apply surcharges to individual Lots to cover added expenses for swimming pools, spas or similar appurtenances, or due to other factors unique to Lots, and/or (ii) adopt a program for submetering of each Lot and for reading and charging directly to individual Owners for water and other utility usage. The utility assessment rate will be based on an estimate of future costs and expenses. Accordingly, if actual costs plus maintenance of reasonable reserves exceed the amount of utility assessments then collected, an interim utility assessment may be assessed. INTERIM UTILITY ASSESSMENTS ARE DUE AND PAYABLE WITHIN TEN DAYS AFTER WRITTEN NOTICE OF SAME IS MAILED TO THE OWNERS OF EACH LOT, OR SUCH LATER DATE AS MAY BE EXPRESSLY STATED IN THE NOTICE, AND ARE

NOT SUBJECT TO DISAPPROVAL BY OWNERS UNDER SECTION 8.4 OR OTHERWISE. UNLESS AND UNTIL OTHERWISE DETERMINED AS A FORESAID, THE ANNUAL RATE OF UTILITY ASSESSMENT IS EIGHT HUNDRED NINETY-FIVE DOLLARS (\$895.00) PER LOT PER YEAR, AND IS DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR.

(d) Facilities Maintenance and Water Usage. All toilets, faucets (including outside faucets), sinks dishwashers, washing machines and all other plumbing, water and sewer related facilities which service a Lot and any improvements thereon, including all Owner Utilities as provided in Section 6.02.3, must be regularly inspected and properly maintained at all times to prevent water leakage, excess water usage and any other waster of water. Nothing shall be done and no condition shall be permitted which may or does cause water leakage, excess water usage or waste or water. If in the opinion of the Board any violation of this Section may or does exist, the Board may install, or require the Owner of the applicable Lot to install, such devices as may be reasonably required to monitor waste usage, may require specific modifications, replacements and /or repairs to specific water related facilities and may take such other action as the Board deems appropriate to prevent water leakage, excess water usage and/or any other waster of water, including without limitation conducting of a Compliance Inspection as to the interior of a residence or other building regarding the foregoing and mandating Required Work as provided in Section 6.03. REGARDLESS OF NEGLIGENCE, EACH OWNER IS OBLIGATED TO PAY, AS A SPECIFIC ASSESSMENT, ALL COSTS, EXPENSES AND ANY OTHER DAMAGES INCURRED BY THE ASSOCIATION WHICH ARE ATTRIBUTED TO THE OWNER'S LOT REGARDING ANY WATER LEAKAGE, EXCESS WATER USAGE OR WASTE OF WATER.

(e) Default. In the event of default in the payment of all or any part of a regular or interim utility assessment, the Board of Directors may upon not less than ten days written notice (i) require the defaulting Owner to pay a "Utility Deposit" equal to \$750.00 or an amount equal to one and one-half multiplied by the amount of the then annual regular utility assessment, whichever is greater, and/or (ii) terminate any and all utilities and other services paid for by the Association from utility assessments until all assessments, regular, special or specific, have been paid in full (Or until a written agreement for payment has been signed by the defaulting Owner and the Association and so long as there is no default un the agreement). The Association may (but is not obligated to) pay any utility assessment which is more than thirty days delinquent from the Utility Deposit, and may require the applicable Owner to replenish the deposit upon not less than ten days written notice. The Utility Deposit shall be refunded to the applicable Owner, without interest, upon the sale of the Lot to another Owner, upon written request, provided that the selling Owner must deliver a written request for the refund to the Association not later than thirty days after closing on the sale of the applicable Lot failing which the deposit shall be automatically forfeited to the Association. The Board may also refund, without interest, or reduce the amount of the Utility Deposit, upon written request stating good cause



for the refund or reduction. In the event of termination of any or all utilities or other services, the defaulting Owner shall pay as a specific assessment all costs of termination or disconnection and all costs to resume or reconnect. Utilities or other services shall be resumed or reconnected as soon as reasonably practical after receipt of payment (and negotiation thereof as applicable) by or at the direction of the Association. The Association and any other party involved shall have no liability whatsoever regarding any termination or disconnecting of utility or reconnection. All rights and remedies set forth in this Section are cumulative of all other rights or remedies of the Association, and the exercise of any right or remedy shall not be deemed a waiver on election as to any other right or remedy.

(f) Operator. The Association, or Declarant on behalf of the Association during the Development Period, may contract for services of an "Operator" to exercise or discharge any of the Association's rights and/or duties pursuant to this Section 5.06.2 and/or pursuant to Section 5.06.3, and as to any other provisions of this Declaration relating thereto, including without limitation, reading of submeters and billing of Owners per same and operation, maintenance, repair and replacement of water, sewer and drainage facilities (including the detention pond and other storm water pollution control or filtration systems). The Board shall have the right in all cases to remove or replace any Operator upon not more than sixty days written notice, with or without cause, and without penalty of any kind.

(g) Amendment By Board. In order to facilitate the providing of water, sewer and related services as contemplated hereby, the Board of Directors may amend any provisions of Sections 5.06.2(a)-(f) at any time and from time to time without the joinder or consent of any Owner or any other Person when in its sole judgment the best interests of the Association so require.

(h) US&E Agreement. Assessments and deposits required by this section are in addition to, not in lieu of, fees, charges and deposits payable to MUD 191 under the US&E Agreement, it being understood that the Declarant and the Association will collect such fees, charges and deposits from owners and occupants of Lots and will be responsible for paying them to MUD 191 on behalf of such owners and occupants (as their agent).

SECTION 8.5. OTHER UTILITY OR SPECIAL SERVICE ASSESSMENT. Additional utility or other special services assessments (such as, for example, for cable or satellite television services) may be approved by Declarant during the Development Period, and may be approved thereafter by the Owners at any special meeting of Member called for such purpose. NOTICE OF APPROVAL OF ANY SUCH ASSESSMENT MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS.

SECTION 8.6. PAYMENT; WAIVER. Specific assessments are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any specific

assessment is not grounds for any action against the Association, or any Director, officer, agent or employee thereof, and does not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole opinion of the Board, the board may waive, wholly or partially, imposition of any specific assessment; provided, any such waiver is conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within an specified period of time

ARTICLE IX ELECTRICAL SERVICE

SECTION 9.1. UNDERGROUND ELECTRICAL DISTRIBUTION.

An underground electrical distribution system has been installed within the Subdivision which will be designated an Underground Residential Subdivision (the URS) and which underground service area shall serve all Lots in the Subdivision. The Owner of each Lot in the URS shall, at his own costs, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformer or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the URS, the electric service to each Lot there shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveway or walkway prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements including buildings, patios, or other paving, and neither Builder 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, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easement.

ARTICLE X INSURANCE

SECTION 10.1. GENERAL PROVISIONS. The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Area, if any, and if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association, which shall be paid out of the Maintenance Fund.

SECTION 10.2. INDIVIDUAL INSURANCE. Each Owner shall be responsible for insuring his/her Lot and his/her Dwelling Units, its contents and furnishings. Each Owner, at his/her own cost and expense, shall be responsible for insuring against the liability of such Owner.

ARTICLE XI AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

SECTION 11.1. AMENDMENT BY OWNERS. The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least two-thirds (2/3rds) of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas. Prior to the Election Date, any amendments to the Declaration by Owners must be approved in writing by the Declarant, which written approval must be filed of record with the amendment of the Declaration.

SECTION 11.2. AMENDMENT BY DECLARANT. Declarant shall have and reserves the right at any time and from time to time before the Election Date, without the consent of other Owners or the representatives of any mortgagee to amend this Declaration for the purpose of: (a) securing to the Owners the benefits from technological advances, such as security, communications, or energy-related devices or equipment that did not exist or were not in common use in similar subdivisions at the time this Declaration was adopted; (b) prohibiting the use of any device or apparatus developed or available for use following the date of this Declaration, if the use of such device or apparatus would adversely affect the Association or the Subdivision or would adversely affect the property values within the Subdivision; or (c) clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein; provided, however, that no such amendment shall change the voting rights of the Declarant or other Members, annexation rights of Declarant, any Owner's proportionate share of Assessments, or the property description of any Owner and such Owner's mortgagee who do not join in the execution of such correction instrument. Any such

amendment shall become effective upon the recordation of a written instrument setting forth such amendment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 11.3. DURATION. This Declaration shall remain in full force and effect until January 1, 2027, and shall be extended automatically thereafter for successive ten (10) year periods; provided however, that this Declaration may be amended at any time, as set forth in Sections 11.1. and 11.2.

ARTICLE XII MISCELLANEOUS

SECTION 12.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 12.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 12.3. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 12.4. ENFORCEABILITY. This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration.

SECTION 12.5. REMEDIES. In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Provided, however, prior to any enforcement action authorized by this Declaration, the Association must comply with any and all applicable statutes of the State of Texas including Chapter 209 of the Texas Property Code or any successor statute.

SECTION 12.6. RIGHT OF ENTRY; ENFORCEMENT BY SELF HELP.

The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot, including any Improvements located thereon, for emergency, maintenance, or repair which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after no less than ten (10) days notice to the Owner or occupant of the Lot or Improvements. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Improvements or any portion of a Lot to abate or remove, using such force as reasonably may be necessary, any Improvement to Property, other structure, or thing or condition that violates this Declaration, the Bylaws, the Rules and Regulations, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by not less than ten (10) days written notice. All costs of self-help, including reasonable attorney's fees actually incurred, should be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association.

SECTION 12.7. VIOLATIONS OF LAW. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

SECTION 12.8. REMEDIES CUMULATIVE. Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 12.9. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing or incapable of being waived by law.

SECTION 12.10. VACATING OF PLAT OR CORRECTION OF PLAT BY DECLARANT AND OWNERS. No provision of this Declaration shall preclude the Declarant or Owners of Lots in the Subdivision from vacating a plat or filing a replat to correct any error in the original platting or replatting of such Lots in the

Subdivision, or from otherwise recording a partial replat, provided that such vacating or replatting is done in accordance with applicable Texas statutes.

SECTION 12.11. LIMITATION ON LIABILITY. NEITHER THE ASSOCIATION, THE BOARD, THE ARC, DECLARANT, OR ANY OFFICER, AGENT, OR EMPLOYEE OF ANY OF THE SAME ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE DUTIES DESCRIBED IN THIS DECLARATION SHALL BE LIABLE TO ANY PERSON FOR ANY REASON OR FOR ANY FAILURE TO ACT IF THE ACTION OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE.

SECTION 12.12. CAPTIONS FOR CONVENIENCE. The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 12.13. GOVERNING LAW. This Declaration shall be construed and governed under the laws of the State of Texas.

ARTICLE XIII PROPERTY RIGHTS IN COMMON AREA

SECTION 13.1. CONVEYANCES TO THE ASSOCIATION. Although Declarant may retain the legal title to easements or fee simple parcels designated as Common Area, or portions thereof, until Declarant conveys legal title to the last Lot in the Subdivision, Declarant, at any time after the date hereof, may convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration (and Association shall also operate, maintain, repair and replace streets, water and sanitary sewer facilities and drainage facilities necessary to serve the Property, whether located inside or outside the Common Area, as provided elsewhere herein).

Declarant hereby covenants that the Common Area or portions thereof that it may convey to the Association shall be free and clear of all liens and encumbrances (other than the lien for property taxes and Assessments not then due and payable) but such conveyance shall be subject to the terms of the Declaration and easements, covenants, conditions, restrictions and equitable servitudes, or other encumbrances of record as of the date hereof or hereafter placed of record that do not materially adversely affect the use and enjoyment of the Common Area by the Association or Owners.

SECTION 13.2. RIGHTS OF MEMBERS. Every Member of the Association and the Declarant shall have a beneficial interest of nonexclusive use

and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to publish Rules and Regulations governing the use of the Common Area and to establish penalties for infractions thereof;
- (b) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant or its affiliates) for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

RP 042-04-0555

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed the foregoing instrument on this 20th day of March, 2007.

(9)
207

VILLAS OF WILLOWBROOK, L.L.P.
a Texas Limited liability partnership,
acting Through its Managing General Partner,
Jolly Properties, Inc.

By:

Gurmukh S. Jolly
President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Before me, a notary public, on this day, personally appeared Gurmukh S. Jolly of Villas of Willowbrook, L.L.P. known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 20 day of March, 2007

Darlene Kopecky

NOTARY PUBLIC - STATE OF TEXAS



The undersigned, being a lien holder against The Villas At Willowbrook L.L.P., does hereby consent and agree to the foregoing Declaration of Covenants, Conditions Restrictions and Easements of the Villas At Willowbrook, a Harris County Subdivision to which this instrument is attached.

Post Oak Bank

By: Edwin R. Turney
Edwin R. Turney
Senior Vice President

Date: 03/08/07

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Edwin R. Turney, Senior Vice President of Post Oak Bank known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. SUBSCRIBED AND SWORN TO BEFORE ME on this the 8 day of March, 2007, to certify which witness my hand and official seal.



Darlene Kofecky
NOTARY PUBLIC - STATE OF TEXAS

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MORTGAGEE/LIENHOLDER CONSENT

The undersigned mortgagee/lienholder,, being the owner and holder of an existing mortgage or lien upon and against the land and property described as the Subdivision in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Villas at WillowBrook , as such mortgagee and lienholder, does hereby consent to said Declaration as if the same had been recorded prior to the creation of such lien.

This consent will not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

EXECUTED this 8th day of March, 2007.

Prosperity Bank

By: *Lynn O'Sullivan* EDP
Name: Lynn O'Sullivan
Title : Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of March, 2007, by Lynn O'Sullivan, Executive Vice President, of Prosperity Bank, a Texas-chartered banking association, on behalf of said association.

Robin Favara
Notary Public, State of Texas
Name: Robin Favara
My Commission

Expires: 8/6/07



MORTGAGEE/LIENHOLDER CONSENT

The undersigned mortgagee/lienholder,, being the owner and holder of an existing mortgage or lien upon and against the land and property described as the Subdivision in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Villas at WillowBrook , as such mortgagee and lienholder, does hereby consent to said Declaration as if the same had been recorded prior to the creation of such lien.

This consent will not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

EXECUTED this 8th day of March, 2007.

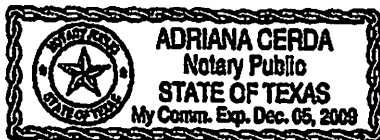
Wachovia Bank N.A.
(Print Name of Mortgagee/Lienholder)

By: [Signature]
Name: Drew Szilagyi
Title: AVP

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 8th day of March, 2007, by Drew Szilagyi, Assistant Vice President, of Wachovia Bank, N.A., a banking, on behalf of said _____.



[Signature]
Notary Public, State of Texas
Name: Adriana Cerda
My Commission Expires: December 05, 2009

MORTGAGEE/LIENHOLDER CONSENT

The undersigned mortgagee/lienholder,, being the owner and holder of an existing mortgage or lien upon and against the land and property described as the Subdivision in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Villas at WillowBrook , as such mortgagee and lienholder, does hereby consent to said Declaration as if the same had been recorded prior to the creation of such lien.

This consent will not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

EXECUTED this 8 day of March, 2007.

First Bank
(Print Name of Mortgagee/Lienholder)
By: Melynda K. Dove
Name: MELYNDA K. DOVE
Title: REAL ESTATE OFFICER

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8 day of March, 2007, by Melynda K. Dove, a Real Estate Officer, of First Bank, a Missouri State Bank banking , on behalf of said bank.



Adriana Montenegro
Notary Public, State of Texas
Name: Adriana Montenegro
My Commission Expires: 8-26-09

JOINDER OF BUILDER

The undersigned, being the owner of certain building lots in the Subdivision joins in this Declaration to the extent of its interest in the Subdivision.

LIFEWAY HOMES, L.P.

By: Jolly Properties, Inc., its General Partner

By:

Name: Gurmukh S. Jolly

Title: President

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 20 day of March, 2007, by Gurmukh S. Jolly, President of Jolly Properties, Inc. a Texas corporation, acting in its capacity as General Partner of Lifeway Homes, L.P., a Texas Limited Partnership.

Commission Expires:

July 29, 2010

[Signature]
Notary Public in and for the State of Texas



CONSENT OF LIENHOLDER

The undersigned, being a ~~lienholder~~ lien holder against The Villas At Willowbrook, does hereby consent and agree to the foregoing Declaration of Covenants, Conditions Restrictions and Easements of the Villas At Willowbrook, a Harris County Subdivision to which this instrument is attached.

Wachovia Bank

By: 

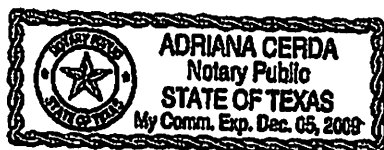
~~Brandi Herms~~ Drew Sealey

Date: March 8, 2007

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared ~~Brandi Herms~~ Drew Sealey, of Wachovia Bank known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. SUBSCRIBED AND SWORN TO BEFORE ME on this the 8th day of March, 2005, to certify which witness my hand and official seal.




Notary Public in and for the State of
Texas

COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 APR -2 AM 11:56

FILED

The undersigned, being a lien holder against The Villas At Willowbrook L.L.P., does hereby consent and agree to the foregoing Declaration of Covenants, Conditions Restrictions and Easements of the Villas At Willowbrook, a Harris County Subdivision to which this Instrument is attached.

ANY PROMISSORY NOTE WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BY REUSE OF CLOSING OR NAME IN RECORD AND UNLESS OTHERWISE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED by File Number Sequence on the date and in the time shown hereon by me and was duly RECORDED in the Official Public Records (If Real Property of Harris County, Texas) on

APR - 2 2007



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

RBC BANK

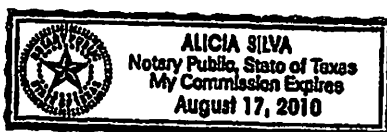
By: *[Signature]*
Matt Steger

Date: 3/8/07

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Matt Steger, RBC Bank known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. SUBSCRIBED AND SWORN TO BEFORE ME on this the 08 day of March, 2007, to certify which witness my hand and official seal.



[Signature]
NOTARY PUBLIC - STATE OF TEXAS

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

AFTER RECORDING, RETURN TO:

Villas at Willowbrook, LLP
c/o Jolly Properties
12810-D Willow Center Dr.
Houston, TX 77066