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DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
SPRING LAKES HOMEOWNERS ASSOCIATION

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**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
SPRING LAKES HOMEOWNERS ASSOCIATION**

TABLE OF CONTENTS

|             |   |   |
|-------------|---|---|
| Article I   | <u>Definitions</u>                              |   |
| Section 1.  | "Annual Assessment" .....                       | 1 |
| Section 2.  | "Additional Land" .....                         | 1 |
| Section 3.  | "Area of Common Responsibility" .....           | 1 |
| Section 4.  | "Articles of Incorporation" or "Articles" ..... | 2 |
| Section 5.  | "Assessment" .....                              | 2 |
| Section 6.  | "Association" .....                             | 2 |
| Section 7.  | "Board of Directors" or "Board" .....           | 2 |
| Section 8.  | "Builder" .....                                 | 2 |
| Section 9.  | "By-Laws" .....                                 | 2 |
| Section 10. | "Common Area" .....                             | 2 |
| Section 11. | "Common Expenses" .....                         | 2 |
| Section 12. | "Community-Wide Standard" .....                 | 3 |
| Section 13. | "Declarant" .....                               | 3 |
| Section 14. | "Dwelling Unit" .....                           | 3 |
| Section 15. | "Improvement to Property" .....                 | 3 |
| Section 16. | "Improvements" .....                            | 3 |
| Section 17. | "Lot" .....                                     | 4 |
| Section 18. | "Maintenance Fund" .....                        | 4 |
| Section 19. | "Member" .....                                  | 4 |
| Section 20. | "Minimum Construction Standards" .....          | 4 |
| Section 21. | "Mortgage" .....                                | 4 |
| Section 22. | "Mortgagee" .....                               | 4 |
| Section 23. | "Owner" .....                                   | 4 |
| Section 24. | "Person" .....                                  | 4 |
| Section 25. | "Plans" .....                                   | 4 |
| Section 26. | "Plat" .....                                    | 5 |
| Section 27. | "Private Street Assessment" .....               | 5 |
| Section 28. | "Properties" .....                              | 5 |
| Section 29. | "Reimbursement Assessment" .....                | 5 |
| Section 30. | "Rules and Regulations" .....                   | 5 |
| Section 31. | "Special Assessment" .....                      | 5 |
| Section 32. | "Supplemental Declaration" .....                | 5 |
| Article II  | <u>Property Rights</u>                          |   |
| Section 1.  | <u>General</u> .....                            | 5 |
| Section 2.  | <u>Title to Common Areas</u> .....              | 6 |

|              |   |    |
|--------------|---|----|
| Article III. | <u>Establishment of General Plan</u>                                |    |
| Section 1.   | <u>General Plan and Declaration</u> .....                           | 7  |
| Section 2.   | <u>Equitable Servitude's</u> .....                                  | 7  |
| Section 3.   | <u>Covenants Appurtenant</u> .....                                  | 7  |
| Article IV   | <u>Management and Operation of Subdivision</u>                      |    |
| Section 1.   | <u>Management by Association</u> .....                              | 7  |
| Section 2.   | <u>Board</u> .....  | 9  |
| Section 3.   | <u>Membership in Association</u> .....                              | 9  |
| Section 4.   | <u>Voting and Membership Limitations</u> .....                      | 9  |
| Section 5.   | <u>Voting</u> .....   | 10 |
| Section 6.   | <u>Agents</u> .....   | 10 |
| Section 7.   | <u>Power to Enforce Declaration and Rules and Regulations</u> ..... | 10 |
| Section 8.   | <u>Board Actions in Good Faith</u> .....                            | 11 |
| Section 9.   | <u>Power to Grant Easements</u> .....                               | 11 |
| Section 10.  | <u>Inspection of Records</u> .....                                  | 11 |
| Article V    | <u>Maintenance</u>  |    |
| Section 1.   | <u>Association's Responsibility</u> .....                           | 11 |
| Section 2.   | <u>Owner's Responsibility</u> .....                                 | 12 |
| Section 3.   | <u>Exterior Paint</u> .....   | 13 |
| Section 4.   | <u>Enforcement of Exterior Maintenance</u> .....                    | 13 |
| Section 5.   | <u>Party Walls and Party Fences</u> .....                           | 13 |
| Article VI   | <u>Insurance and Casualty Losses</u>                                |    |
| Section 1.   | <u>Insurance</u> .....  | 14 |
| Section 2.   | <u>Damage and Destruction</u> .....                                 | 17 |
| Section 3.   | <u>Disbursement of Proceeds</u> .....                               | 17 |
| Section 4.   | <u>Repair and Reconstruction</u> .....                              | 18 |
| Article VII  | <u>No Partition</u>   |    |
| Section 1.   | <u>No Partition</u> .....   | 18 |
| Article VIII | <u>Condemnation</u>   |    |
| Section 1.   | <u>Condemnation</u> .....   | 18 |

|             |  |    |
|-------------|--|----|
| Article IX  | <u>Architectural Approval</u>                            |    |
| Section 1.  | <u>ACC</u> .....   | 19 |
| Section 2.  | <u>Approval of Improvements Required</u> .....           | 19 |
| Section 3.  | <u>Address of Committee</u> .....                        | 20 |
| Section 4.  | <u>Submission of Plans</u> .....                         | 20 |
| Section 5.  | <u>Criteria for Approval</u> .....                       | 20 |
| Section 6.  | <u>Minimum Construction Standards</u> .....              | 20 |
| Section 7.  | <u>Architectural Review Fee</u> .....                    | 21 |
| Section 8.  | <u>Decision of Committee</u> .....                       | 21 |
| Section 9.  | <u>Appeal to Association Board</u> .....                 | 21 |
| Section 10. | <u>Failure of Committee to Act on Plans</u> .....        | 21 |
| Section 11. | <u>Prosecution of Work After Approval</u> .....          | 22 |
| Section 12. | <u>Inspection of Work</u> .....                          | 22 |
| Section 13. | <u>Notice of Noncompliance</u> .....                     | 22 |
| Section 14. | <u>Appeal to Board of Finding of Noncompliance</u> ..... | 22 |
| Section 15. | <u>Correction of Noncompliance</u> .....                 | 23 |
| Section 16. | <u>No Implied Waiver or Estoppel</u> .....               | 23 |
| Section 17. | <u>Power to Grant Variances</u> .....                    | 23 |
| Section 18. | <u>Compensation of ACC</u> .....                         | 24 |
| Section 19. | <u>Records of Action</u> .....                           | 24 |
| Section 20. | <u>Estoppel Certificates</u> .....                       | 24 |
| Section 21. | <u>Nonliability for ACC Action</u> .....                 | 24 |
| Section 22. | <u>Construction Period Exception</u> .....               | 25 |
| Article X   | <u>Architectural Restrictions</u>                        |    |
| Section 1.  | <u>Dwelling Unit Size</u> .....                          | 25 |
| Section 2.  | <u>Height and Character of Dwelling Unit</u> .....       | 25 |
| Section 3.  | <u>Location of Dwelling Unit</u> .....                   | 25 |
| Section 4.  | <u>Exterior Walls</u> .....                              | 26 |
| Section 5.  | <u>Use of Temporary Structures</u> .....                 | 26 |
| Section 6.  | <u>Drainage</u> .....                                    | 26 |
| Section 7.  | <u>Carpports/Garages</u> .....                           | 26 |
| Section 8.  | <u>Driveways</u> .....                                   | 27 |
| Section 9.  | <u>Roofs</u> .....                                       | 27 |
| Section 10. | <u>Sidewalks</u> .....                                   | 27 |
| Section 11. | <u>Grass, Shrubbery and Landscaping</u> .....            | 27 |
| Section 12. | <u>Antennas</u> .....                                    | 28 |
| Section 13. | <u>Flagpoles</u> .....                                   | 28 |
| Section 14. | <u>Private Utility Lines</u> .....                       | 28 |
| Section 15. | <u>Exterior Lighting</u> .....                           | 29 |

|              |   |    |
|--------------|---|----|
| Section 2.   | <u>Purpose of Annual Assessments</u> .....                                | 40 |
| Section 3.   | <u>Basis and Maximum Level of Annual Assessments</u> .....                | 41 |
| Section 4.   | <u>Purpose of Private Street Assessment</u> .....                         | 42 |
| Section 5.   | <u>Special Assessments for Capital Improvements</u> .....                 | 44 |
| Section 6.   | <u>Notice and Quorum for any Action Authorized (a)</u> .....              | 44 |
| Section 7.   | <u>Date of Commencement and Determination of Annual Assessments</u> ..... | 45 |
| Section 8.   | <u>Reimbursement Assessments</u> .....                                    | 45 |
| Section 9.   | <u>Estoppel Certificates</u> .....  | 46 |
| Section 10.  | <u>Attribution of Payments</u> .....                                      | 46 |
| Section 11.  | <u>Effect of Nonpayment of Assessments</u> .....                          | 46 |
| Section 12.  | <u>Exempt Property</u> .....  | 47 |
| Section 13.  | <u>No Offsets</u> .....   | 47 |
| Section 14.  | <u>Subordination of the Lien to Mortgages</u> .....                       | 47 |
| Section 15.  | <u>Reimbursement of Declarant</u> .....                                   | 48 |
| <br>         |   |    |
| Article XIII | <u>Easements and Utilities</u>  |    |
| Section 1.   | <u>Title to Utility Lines</u> .....                                       | 48 |
| Section 2.   | <u>Association Easements</u> .....  | 48 |
| Section 3.   | <u>Easements for Utilities, Etc.</u> .....                                | 48 |
| Section 4.   | <u>Easements for Maintenance and Flood Water</u> .....                    | 49 |
| Section 5.   | <u>Easements to Serve Additional Property</u> .....                       | 50 |
| <br>         |   |    |
| Article XIV  | <u>Electrical Service</u>   |    |
| Section 1.   | <u>Standard Provisions</u> .....  | 50 |
| <br>         |   |    |
| Article XV   | <u>Annexation of Additional Land</u>                                      |    |
| Section 1.   | <u>Annexation Without Approval of Class "A" Membership</u> .....          | 52 |
| Section 2.   | <u>Withdrawal of Property</u> .....                                       | 52 |
| Section 4.   | <u>Annexation With Approval of Class "A" Membership</u> .....             | 53 |
| Section 4.   | <u>Acquisition of Additional Common Area</u> .....                        | 53 |
| <br>         |   |    |
| Article XVI  | <u>Property Rights in Common Areas</u>                                    |    |
| Section 1.   | <u>Common Area</u> .....  | 53 |
| Section 2.   | <u>Personal Property and Real Property for Common Use</u> .....           | 53 |
| Section 3.   | <u>Conveyances to the Association</u> .....                               | 54 |
| Section 4.   | <u>Implied Rights</u> .....   | 54 |
| Section 5.   | <u>Rights of Members</u> .....  | 54 |
| Section 6.   | <u>Delegation of Use</u> .....  | 54 |

|               |   |    |
|---------------|---|----|
| Article XVII  | <u>General Provisions</u>                             |    |
| Section 1.    | <u>Term</u> .....                                     | 55 |
| Section 2.    | <u>Amendment</u> .....                                | 55 |
| Section 3.    | <u>Indemnification</u> .....                          | 56 |
| Section 4.    | <u>Right of Entry</u> .....                           | 56 |
| Section 5.    | <u>Perpetuities</u> .....                             | 56 |
| Section 6.    | <u>Litigation</u> .....                               | 57 |
| Section 7.    | <u>Cumulative Effect, Conflict</u> .....              | 57 |
| Section 8.    | <u>Compliance</u> .....                               | 57 |
| Section 9.    | <u>Security</u> .....                                 | 57 |
| Section 10.   | <u>Notice of Sale or Transfer of Title</u> .....      | 58 |
| Article XVIII | <u>Declarant's Rights</u>                             |    |
| Section 1.    | <u>General</u> .....                                  | 58 |
| Article XIX   | <u>Miscellaneous</u>                                  |    |
| Section 1.    | <u>Severability</u> .....                             | 59 |
| Section 2.    | <u>Number and Gender</u> .....                        | 59 |
| Section 3.    | <u>Delay in Enforcement</u> .....                     | 60 |
| Section 4.    | <u>Enforceability</u> .....                           | 60 |
| Section 5.    | <u>Remedies</u> .....                                 | 60 |
| Section 6.    | <u>Right of Entry, Enforcement by Self Help</u> ..... | 60 |
| Section 7.    | <u>Violations of Law</u> .....                        | 60 |
| Section 8.    | <u>No Representations or Warranties</u> .....         | 61 |
| Section 9.    | <u>Limitation on Liability</u> .....                  | 61 |
| Section 10.   | <u>Captions for Convenience</u> .....                 | 61 |
| Section 11.   | <u>Governing Law</u> .....                            | 61 |

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR  
SPRING LAKES HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 29 day of September 1997, by HOUSTON AREA DEVELOPMENT CORP., a Texas Corporation (hereinafter referred to as "Declarant").

The Declarant intends to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. §§ 81.001-81.210 (Vernon 1983).

Article I  
Definitions

Section 1. "Annual Assessment" shall mean the assessments levied pursuant to Article XII hereof for managing, maintaining, operating, repairing, and insuring the Common Areas, for conducting operations, repair or maintenance on an Area of Common Responsibility if for the benefit of the Properties, and for other purposes set out in this Declaration.

Section 2. "Additional Land" shall mean and refer to any land not described on Exhibit "A".

Section 3. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which

by the terms of this Declaration or by contract or agreement with any other entity become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, or easements (pipeline, power, utility, etc.), may be part of the Area of Common Responsibility. The Area of Common Responsibility may also include land, streets or improvements within the Properties which have been dedicated or transferred but the maintenance, capital improvement or repair of which may still be the responsibility of Declarant or the Association.

Section 4. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Spring Lakes Homeowners Association, as filed with the Secretary of State of the State of Texas.

Section 5. "Assessment" shall mean an Annual Assessment, a Special Assessment, or a Reimbursement Assessment.

Section 6. "Association" shall mean and refer to Spring Lakes Homeowners Association Inc., a Texas non-profit corporation, its successors or assigns. The Association is the entity which will have the power, duty and responsibility of maintaining and administering certain portions of the Properties and administering and enforcing this Declaration and collecting and disbursing the Assessments and other charges hereafter prescribed.

Section 7. "Board of Directors" or "Board" shall be the elected board of directors of the Association, the term "board of directors" having its normal meaning under Texas corporate law.

Section 8. "Builder" shall mean each Owner who is in the home construction business or a Person who regularly engages in the home construction business and is constructing improvements for an Owner.

Section 9. "By-Laws" shall mean and refer to the By-Laws of Spring Lakes Homeowners Association, incorporated herein by reference, as they may be amended from time to time.

Section 10. "Common Area" shall mean all real property and improvements within the Properties, if any, owned or leased by the Association or Declarant for the common use of the Owners.

Section 11. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles.



Section 12. "Community-Wide Standard" shall mean the standard of conduct, maintenance, aesthetics or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board and the ACC.

Section 13. "Declarant" shall mean and refer to HOUSTON AREA DEVELOPMENT CORP., a Texas Corporation, or its successors, successors-in-title or assigns who take title to any portion of the Properties for the purpose of development and/or sale and are designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 14. "Dwelling Unit" shall mean 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 15. "Improvement to Property" includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) 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, Minimum Construction Standards, Architectural Guidelines, or Rules and Regulations.

Section 16. "Improvements" shall mean all items, objects, structures and any appurtenances thereto of every type and kind, whether constructed of concrete, plastic, masonry, wood, metal, vinyl, rubber, fabric, or any other materials which shall be erected, installed, set or positioned on a property or lot so as to be in view, 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, radio, conventional cable or television antenna or dish, microwave television antenna, any and all types of landscaping or landscape treatment, recreational equipment or facilities including but not limited to: swing sets, basketball backboards, basketball goals, playhouses, sliding boards, merry-go-rounds, jungle gyms, see-saws, dog houses, rope swings, trampolines, tire swings, forts, decks, furniture, hot tubs, fountains, bird baths, bird feeders, statues or sculptures,

picnic table, hammocks, toy like structures and barbecue pits among many other structures and accessories not herein defined.

Section 17. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a numbered lot therein and which is or is not intended to be improved with a residential dwelling in conformity with the building restrictions herein.

Section 18. "Maintenance Fund" shall mean any accumulation of the annual maintenance charges collected by the Association in accordance with the provisions of this Declaration (and any Supplemental Declaration) and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration and any such Supplemental Declaration.

Section 19. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 20. "Minimum Construction Standards" shall mean and refer to the construction standards, if any, established by the ACC for the construction of Improvements which may be amended by the ACC as needed.

Section 21. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 22. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 23. "Owner" shall mean and refer to one (1) or more Persons or legal entities who hold the recorded title to any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to Owner unless transfer thereof is otherwise permitted herein.

Section 24. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 25. "Plans" shall mean the final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Properties.

Section 26. "Plat" shall mean the official plat or replat of Spring Lakes, Section One, filed of record under Film Code Number 389134 of the Map Records of Harris County, Texas, and subsequent replats thereof.

Section 27. "Private Street Assessment" shall mean and refer to an assessment levied for the managing, maintaining, repairing, and operating of private streets and related private improvements.

Section 28. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property from Exhibit "B" which is subjected to this Declaration by Supplemental Declaration and any additional land as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 29. "Reimbursement Assessment" shall mean 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 Article XII, Section 7 hereof.

Section 30. "Rules and Regulations" shall mean the rules and regulations established from time to time by the Board with which all Owners shall be obligated to abide. Any violation thereof may result in a fine or suspension of privileges.

Section 31. "Special Assessment" shall mean a charge against a particular Owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of improvements for the benefit of the Association or Lots as a whole, imposed pursuant to Article XII, Section 4 hereof.

Section 32. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article XV of this Declaration to subject additional property to this Declaration.

## Article II Property Rights

Section 1. General. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to limit the number of guests who may use the Common Area, and to adopt other rules regulating the use and enjoyment of the Common Area;

(c) the right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period to be determined by the Board which may vary due to the extent and type of violation but which will not exceed 90 days, (d) the right of the Association, acting through the Board, or Declarant to dedicate or transfer all or any part of the Common Area in accordance with this Declaration;

(e) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(f) the right of the Board to permit non-member use of any recreational facility situated on the Common Area upon payment of use fees established by the Board;

(g) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements, if any, set forth in this Declaration; and

(h) other rights reserved to the Board pursuant to the Articles or By-Laws.

Any Owner may delegate his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable restrictions imposed by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot must provide written notice to the Association conveying such privileges of use to Common Areas. Additionally, Owner is obligated to provide to the Association an alternate address at all times, if different from the property address.

Section 2. Title to Common Areas. Declarant may retain the legal title to the Common Areas until such time as it has completed improvements thereon, if any, and until such time as, in the sole opinion of Declarant, the Common Areas should be conveyed to the Association. Until title to the Common Areas has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all of the rights and privileges relating to the Common

Areas granted to the Association in this Declaration and all Supplemental Declarations. Declarant shall be solely responsible for the costs of all capital improvements made to the Common Areas while Declarant owns the Common Areas. Once the Declarant has conveyed any common areas to the Association, common area shall not be sold or conveyed unless the common property is sold or conveyed to a like entity or other governmental or similar non profit organization.

### Article III.

#### Establishment of General Plan

Section 1. General Plan and Declaration. This Declaration is hereby established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots and Commercial Reserves for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties. The Lots and Common Areas shall be subject to the jurisdiction of the Association.

Section 2. Equitable Servitude's. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable Servitude's upon each Lot, and the Common Areas, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area, as the dominant estate.

Section 3. Covenants Appurtenant. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable Servitude's, 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 Properties, and each Lot therein, and shall be binding upon and inure to the benefit of: (a) Declarant and its successors and assigns; (b) the Association and its successors and assigns; and (c) all persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Properties and their heirs, executors, successors, and assigns.

### Article IV

#### Management and Operation of Subdivision

Section 1. Management by 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 Lots and Common Area as herein provided for and as provided for in the Articles, Bylaws, and Rules and Regulations. In the event of any conflict between the Articles and the Bylaws, the Articles shall control; and in the event of a conflict between the Articles or the Bylaws 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, unless otherwise reserved to the Members by law, the terms of the Declaration, Articles, or the Bylaws. 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, Bylaws, Rules and Regulations and Minimum Construction Standards. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of the Lots, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the property now and hereafter subject to this Declaration.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Properties as the Board deems reasonably necessary or appropriate to maintain and operate the Properties in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation and use of recreational facilities, or other matters of mutual interest. In addition to other powers granted the Board herein or in the Articles, the Board 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.

The Board shall have the power to set rules, regulations and procedures concerning any gate operation for Sections which may contain private streets including but not limited to the nonmember persons or entities which shall have right of access on private streets owned by the Association and the period which an individual Section's gates shall remain open or closed on a regular daily basis. It shall be the intent of the Board to have the gates remain open during the period under which homes are being constructed and sold.

Section 2. Board. The number, term, and qualifications of the members of the Board shall be governed by the Articles and the Bylaws.

Section 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 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. Provided, however, 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) may charge a transfer fee or processing fee when ownership to any Lot changes or the Mortgage on the Lot is refinanced. Each Owner is required to provide and maintain at all times with the Association, or its designated management agent, current information regarding such Owner's address or alternate address, if applicable, and the name and address of the occupant or property manager, if any, of each Lot owned.

Section 4. Voting and Membership Limitations. The Association shall have three (3) classes of voting membership:

(a) Class "A" and Class "B". Class "A" Members shall be all Owners of Lots, with the exception of Declarant, on which residences have been built and occupancy therein for residential purposes has commenced; and Class "B" Members shall be all Owners of Lots, with the exception of Declarant, on which residences have not yet been constructed or, if constructed, utilization thereof for residential purposes has not commenced. Each Class "A" Member and each Class "B" Member shall be entitled to one (1) vote for each Lot owned by such Member in the Properties; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised by the one (1) natural person named by them as they among themselves determine from time to time executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more than one (1) vote be cast with regard to any Lot. Any Member failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless such disqualification is waived by the Association by an instrument in writing duly executed by the Board.

(b) Class "C". Class "C" Members shall be Declarant. The Class "C" Members shall be allowed three (3) votes for each Lot in the Properties in which Declarant qualifies as Owner thereof. All Members shall be converted to Class "A" Members at such time as ninety-five percent (95%) of all Lots in the Properties are owned by Members other than Declarant.

Section 5. Voting. Any Owner who is delinquent in the payment of any assessment shall not be entitled to vote during any period in which such assessment is delinquent. Any action by the Association shall require the approval of a majority of the votes eligible to be cast at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereof.

Section 6. Agents. No person serving on the Board shall be entitled to compensation for services performed; however, the Board

may employ one or more architects, engineers, land planners, management companies, accountants, bookkeepers, attorneys or their consultants to assist the Board in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Board, such payment to be made out of the Assessments. No member of the Board shall be personally liable for any actions committed in the scope of services performed as a member of the Board, in the exercise of said member's good faith discretion.

Section 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 by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (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, after notice, of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Areas 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, after notice, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's 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, after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (g) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, 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.

Section 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 9. Power to Grant Easements. Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Areas.

Section 10. Inspection of Records. Members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours by appointment.

#### Article V Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including any private streets, situated upon the Common Areas, landscaped medians within public rights-of-way throughout the Properties, landscaping and other flora on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain such facilities and equipment in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless seventy-five percent (75%) of the Owners agree in writing to discontinue such operation. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Annual Assessment, notwithstanding

that the Association may be entitled to reimbursement from the owner(s) of certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Common Areas shall be an expense assessed as an Annual Assessment against the Lots.

The Association may also assume maintenance responsibilities with respect to any Common Areas that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas and other improvements on the Lot. Owners of Lots which are adjacent to any portion of the Common Area on which walls, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of the boundary. Owners of Lots adjacent to any roadway within the Properties shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries, and shall maintain and irrigate landscaping on that portion of the Common Area, if any, or right-of-way between the Lot boundary and the back-of-curb of the adjacent street.

All maintenance required by this Article shall be performed in a manner consistent with the Community-Wide Standard which may be determined by the ACC and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or pursuant to any additional declaration of covenants applicable to such Lot. In addition to any other enforcement rights available to the Association, if any Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Exterior Paint. The exterior surfaces of buildings located in the Properties shall not be painted unless the ACC gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permissible. Accordingly, the ACC shall not be obligated to approve of any color of exterior paint that is different from the original paint applied to the exterior of the buildings.

Section 4. Enforcement of Exterior Maintenance. In the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and/or the exterior of the residence, not limited to include gutters, siding, broken windows, fencing, etc., and any other existing improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 5. Party Walls and Party Fences.

a. General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

c. Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner whose Lot abuts the wall or fence may restore it, without prejudice, however, to the right of any such Owner to obtain an equal contribution from the other Owner(s) or to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

d. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

e. Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

#### Article VI Insurance and Casualty Losses

Section 1. Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on (a) the Common Areas or (b) other land within the Properties to the extent used for the common benefit of Owners. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained on the Properties within the Association shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be in a face amount sufficient to cover the full replacement cost of all insured structures.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, insuring the Declarant, the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Lot. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance, and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall, subject to modification of such standards by the Board, be governed by the provisions hereinafter set forth:

a. All policies shall be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

b. All policies on the Area of Common Responsibility shall be for the benefit of Declarant, the Association and its Members.

c. Exclusive authority to adjust losses under policies obtained by the Association on Properties shall be vested in the Board or its designated agent.

d. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

e. All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall perform an annual review of the sufficiency of insurance coverage.

f. The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against Declarant, the Board, the Association's officers, employees and manager, the Owners and occupants of Lots, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insured of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that "any other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Associations' funds, and flood insurance (wherein required), if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

## Section 2. Damage and Destruction.

a. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the

fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

b. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Owners representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of an Association shall be repaired or reconstructed.

c. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 3. Disbursement of Proceeds. If the damage or destruction (for which the proceeds of insurance policies held by the Association are paid) is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of the Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment against those Owners of Lots responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments

may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VII  
No Partition

Section 1. No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VIII  
Condemnation

Section 1. Condemnation. Whenever all or any part of the Common Area shall be taken, or conveyed by the Board in lieu of or under threat of condemnation (such action to be taken on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" vote in the Association and of Declarant, as long as Declarant owns any property described on Exhibits "A" or "B"), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

a. If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least seventy-five percent (75%) of the total Class "A" vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

b. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.



c. If the taking involves Common Area owned by Declarant, all proceeds of such condemnation shall be paid to Declarant for use as Declarant shall determine in its sole discretion.

Article IX  
Architectural Approval

Section 1. ACC. As used in this Declaration the term "ACC" shall mean 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 until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor as Declarant), or (b) such date as Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. Members of the ACC may, but need not be, Members. Members of the ACC appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial members of the ACC are Samuel H. Yager, Jr., Samuel H. Yager, III, and Doug Walker. Members of the ACC 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 ACC shall have the right to designate a committee representative (a "Committee Representative") by recordation of a notice of appointment in the Real Property Records 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 ACC itself until such time as Declarant, the Board or the ACC shall record a notice of revocation of such appointment in the Real Property Records of Harris County, Texas.

Section 2. Approval of Improvements Required. The approval of a majority of the members of the ACC or the approval of the Committee Representative shall be required for any Improvement to Property before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

Section 3. Address of Committee. The address of the ACC shall be at the principal office of the Association.

Section 4. Submission of Plans. Before commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property (the "Applicant") shall submit to the ACC at its offices copies of such descriptions, surveys, plot plans, drainage plans, clearing plans, elevation drawings, construction plans, specifications, and samples of

materials and colors as the ACC 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 Minimum Construction Standards adopted by the ACC. The ACC may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the ACC of all required materials in connection with the proposed Improvement to Property, the ACC may postpone review of any materials submitted for approval.

Section 5. Criteria for Approval. The ACC 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 Properties as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Properties, including, without limitation, quality and color 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 any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Properties 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 ACC is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The ACC may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the ACC may deem appropriate.

Section 6. Minimum Construction Standards. The ACC from time to time may supplement or amend the Minimum Construction Standards, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the ACC may impose other requirements in connection with its review of any proposed Improvements. If the Minimum Construction Standards impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Minimum Construction Standards shall control.

Section 7. Architectural Review Fee. The ACC may, in its Minimum Construction Standards, 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 reinspecting any Improvement to Property. The ACC 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 8. Decision of Committee. The decision of the ACC shall be made within thirty (30) days after receipt by the ACC of all materials required by the ACC. The decision shall be in writing and, if the decision is to not approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the ACC shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the ACC. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

Section 9. Appeal to Association Board. If the ACC denies or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board by giving written notice of such appeal to the Association and the ACC within twenty (20) days after such denial or refusal. The Board shall hear the appeal with reasonable promptness after reasonable notice of such notice and hearing to the Applicant and the ACC, and shall decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. The decision of the Board shall be final and binding on all Persons.

Section 10. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved by the ACC, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the ACC within thirty (30) days after the date of receipt by the ACC of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards. The ACC shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards.

Section 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 ACC. Failure to complete the proposed Improvement to Property (including landscaping, if applicable) within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the ACC (unless an extension has been granted by the ACC in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the ACC, shall operate automatically to revoke the

approval by the ACC of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

Section 12. Inspection of Work. The ACC 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 once the Improvement to Property becomes occupied the right of inspection shall be only after reasonable notice.

Section 13. Notice of Noncompliance. If, as a result of inspections or otherwise, the ACC finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the ACC, or has been completed other than in strict conformity with the description and materials furnished by an Applicant to the ACC, or has not been completed within the required time period after the date of approval by the ACC, the ACC shall notify the Owner of such Improvement to Property (the "Violator") in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Violator to take such action as may be necessary to remedy the noncompliance within the reasonable period of time set forth therein.

Section 14. Appeal to Board of Finding of Noncompliance. If the ACC gives any Notice of Noncompliance, the Violator may appeal by giving written notice of such appeal to the Board and the ACC within thirty (30) days after delivery of the Notice of Noncompliance. Notice of Appeal by the Violator shall include a written statement stating reasons for noncompliance and appeal. After receipt of the Notice of Appeal the Board may either (a) grant the appeal (b) grant the appeal subject to stipulated conditions or (c) set a hearing date within 15 days to discuss the matter with the Violator and decide whether or not there has been noncompliance and if so, the nature thereof and required corrective attention. The decision of the Board shall be final and binding on all Persons.

Section 15. Correction of Noncompliance. If the Board determines that a noncompliance exists, the Violator shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Violator of the ruling of the Board. 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 real property on which the noncompliance exists in the Official

Public Records of Real Property of Harris and Counties, Texas; (b) remove the noncomplying 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 Violator shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Violator to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Violator. 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 16. No Implied Waiver or Estoppel. No action or failure to act by the ACC or by the Board shall constitute a waiver or estoppel with respect to future action by the ACC or the Board, with respect to any Improvement to Property. Specifically, the approval by the ACC 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 17. Power to Grant Variances. The ACC may authorize variances from compliance with any of the provisions of Articles X and XI of this Declaration including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, drainage, natural obstructions, lot configuration, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ACC. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ACC 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.

515-18-2889

Section 18. Compensation of ACC. The members of the ACC shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve in advance.

Section 19. Records of Action. The ACC shall report in writing to the Board all final action of the ACC and the Board shall keep a permanent record of such reported action.

Section 20. Estoppel Certificates. The Board, upon the reasonable request of any interested party and after confirming any necessary facts with the ACC, may 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 therewith. 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 21. Nonliability for ACC Action. None of the members of the ACC, any Committee Representative, the Association, any member of the Board, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ACC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the ACC, the Committee Representative, any member of the Board, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the ACC, the Board, or otherwise. Finally, neither Declarant, the Association, the Board, the ACC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

Section 22. 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 ACC may temporarily suspend the provisions of Articles X and XI as 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

515-18-2690

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 Properties.

Article X  
Architectural Restrictions

Section 1. Dwelling Unit Size. The minimum square footage for each single family residence in the neighborhood of Spring Lakes, Section 1 shall be 2000 square feet of living (air conditioned ) space , exclusive of garages, patios and porches.

Section 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, not to exceed two (2) stories in height, and a fully enclosed garage as provided in Article X, Section 7, and other bona fide servants' quarters; provided, however, that the servants quarters' structure may not exceed the main dwelling unit 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 servants' quarters, so long as the maximum height of the buildings does not exceed forty-five (45) feet.

Section 3. Location of Dwelling Unit. Except as may be authorized in writing by the ACC, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the Plat. To provide for uniformity and proper utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less than ten (10) feet from the residence or appurtenant structure on any contiguous Lot(s).

Section 4. Exterior Walls. No residence shall have less than 51% brick, stucco, or equivalent masonry construction, on its exterior wall area. Detached garages wherein the front face is visible from the fronting street must have a brick or stucco front elevation and may be complimented by masonry (excluding Hardboard) siding of a type and design approved by the ACC or its designated representative. The requirement for a brick front does not apply to those garages which are not visible from the fronting street. The interior walls of attached garages must have sheetrock or similar wallboard. Any construction materials used other than brick, stucco or masonry concrete must have complete ACC approval. All homes must have clearly displayed house numbers in cast stone or other material which is attached to the main residence and has been approved by the ACC.

Section 5. 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 Properties as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other Improvements within the Properties. 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. All permitted temporary structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot, if reasonably possible. Additionally, storage buildings constructed by the Declarant or it's assigns shall be limited to a height of eight feet (8') at the center line of said roof. Materials and color must be the same or similar to the primary dwelling.

Section 6. 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, unless designed for such purpose, the Common Area, except that the Zero Lot Line Owner and the adjacent Lot Owner shall have the right of surface drainage over, along and upon the Access Easement area. Neither Owner shall use the Access Easement in such a manner as will interfere with such drainage.

Section 7. Carpports/Garages. No carports shall be constructed on any Lot. With the prior written consent of the ACC, a port-o-cache may be approved; however this will be required in addition to a garage. All garages shall be first approved by the ACC and shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles, but no more than three (3) 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. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. 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 capable of housing not less than two or more than three automobiles, with garage doors by the Builder. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the Builder upon the sale of such model home, it shall be the obligation of the first purchaser of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model



home to a fully enclosed garage with garage doors and complete driveway.

Section 8. Driveways. Unless the ACC 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 expense a driveway from his garage to an abutting street.

Section 9. Roofs. Unless otherwise approved in writing by the ACC, the roof of all buildings on a Lot shall be covered with fiberglass composition shingles with a life of twenty-five (25) years or better, and shall, at a minimum, meet the minimum specifications as defined by the Federal Housing Authority. The color of any composition shingles shall, like all other specifications to Improvements, be subject to written approval by the ACC prior to installation. Any other type roofing material may be used only if approved in writing prior to installation. Additionally, to further maintain exterior harmony, all chimneys must be finished with a masonry material.

Section 10. Sidewalks. Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb and two feet (2') from the Lot line in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner, and finished with the complement of required curb ramps. The maintenance of all sidewalks is the responsibility of the Owner of the Lot. The ACC may require the Builder to construct a concrete sidewalk six feet (6') in width on specific Lots as part of the community wide walking or jogging route.

Section 11. Grass, Shrubbery and Landscaping. Prior to the initial sale thereof, the front of each Lot with a residence thereon shall be sodded with grass, and all areas visible from any street shall be landscaped with shrubbery of types and in minimum quantities as required and/or approved by the ACC. All grass and shrubbery shall be maintained by the Owner of the Lot. Substantial stands of natural vegetation exist on most Lots. This vegetation (understory, midgrowth and canopy) is to be protected during construction with orange snow fence or an equivalent ACC approved fence and is to be integrated into the final landscape treatment to the maximum extent practical. All clearing must follow rules and procedures set out by the Spring Lakes ACC. All construction must conform to the Spring Lakes Landscape Design and Tree Removal plan.

Section 12. Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, satellite or

other signals of any kind shall be placed, erected, constructed or free standing, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling unless otherwise approved in writing By the Architectural Control Committee ("ACC"). Satellite dishes not more than 36" in diameter may be placed on the roof so as to not be visible from a fronting or side street. All satellite dishes and similar antennas must be of a neutral color and may not interfere with any other members reception. The ACC has sole discretion with regard to determining if the Lot Owner has met the minimum construction standards with regard to all types of antenna and satellite apparatus. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Flagpoles. No flagpole shall be permanently erected on any Lot. A temporary flagpole approved by the ACC may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold. The Declarant may erect temporary flag poles for the purposes of promotion, marketing or sales of lots and homes in the subdivision.

Section 14. 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 installed in underground conduits or other underground facilities unless otherwise approved in writing by the ACC, and shall be maintained at all times by the Owner of the Lot upon which same is located.

Section 15. Exterior Lighting. All exterior lighting must be consistent with the community wide standard as determined by the ACC.

Section 16. Sound Devices. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

Section 17. Window Treatment. No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material.

The color of any window coverings visible from the exterior of any Dwelling Unit shall be white or a neutral color. Window coverings must be compatible with the design and color of the Dwelling Unit and the Community-Wide Standard. The ACC shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling Unit and the Community-Wide Standard.

Section 18. Air Conditioners. No window, roof or wall-type air conditioner shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement.

Section 19. Pools. No above-ground swimming pools (except temporary children's wading pools or the like) shall be erected, constructed, placed or installed on any Lot. All pools must drain to the street. All pools must be approved by the ACC prior to construction.

Section 20. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant or the ACC during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the ACC, as appropriate, in accordance with this Declaration. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 21. Drainage and Septic Systems. Catch basins drainage swales between residences and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across all the Properties for the purpose of maintaining and altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with the consent of Declarant, are prohibited within the Properties. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm drain, stream, pond or lake within the Properties.

Section 22. Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit at all times shall be kept in serviceable condition.

Section 23. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 24. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, statue, fountains, flags and temporary flagpoles, birdhouses, birdbaths, ornaments, other decorative embellishments or similar items shall be permitted unless approved by the ACC.

Section 25. Playground. No jungle gyms, swing sets or similar playground equipment or improvement as defined in Article I Section 17, shall be erected or installed on any Lot so as to be visible from fronting or side streets. The character and color of these improvements may not be brilliant or offensive in nature may not exceed 6 ft. in height without prior ACC approval. It is at the sole discretion of the ACC to determine whether an improvement is offensive or inconsistent with the Community Wide Standard. All play equipment must be located in the rear yard. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 26. Walls, Fences and Hedges. No hedge in excess of three feet (3') in height, shall be erected or maintained nearer to the front Lot line than the building set-back line adjacent to the walls of the dwelling existing on such Lot. No side or rear fence or wall shall be more than eight feet (8') nor less than six feet (6') in height except as otherwise approved in writing by the ACC. All fences and walls shall be of cedar construction or better. Fences which form the perimeter of individual Sections may be required to meet a higher standard to be set by the ACC and community wide standard. Perimeter fences of all Lots which border the lakes shall be constructed of 4' black wrought iron and are subject to height restrictions as set forth by the ACC. The ACC may require a hedge row to be planted along the interior of the wrought iron fence in order to screen improvements which are constructed in the rear yard. No chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the Street than the building setback lines as shown on the Plat. The ACC has the right to deviate its approval for the style and materials to be used based on the location within the subdivision. It is the intent of Declarant, the ACC and the Board to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to Common Areas.

515-18-2896

Article XI  
Use Restrictions

Section 1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant or the Association), as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on properties that are annexed may impose stricter standards than those contained in this Article. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through its Board, shall have authority to make and to enforce the Rules and Regulations, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any.

Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his 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, educational, church, professional or other commercial activity of any type, except that an Owner may use his 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 (if applicable), 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 permitting use only by: (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 grandparents and 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 grandparents and their domestic servants.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations, and shall be responsible for all violations and losses to the Common Area caused by such occupants or invitees, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations.

Section 4. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

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

Section 5. Business Use. No garage sales, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be

determined in the sole discretion of the Board; and (e) the business otherwise complies with Section 2 of this Article.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot pursuant to Section 7 of this Article shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by Declarant or conducted by a Builder with approval of Declarant, with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted, provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are performed in an area not visible from the street and are begun and completed within twelve (12) hours.

Section 7. Leasing of Lots.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in

515-18-2699

writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's residence address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner.

Section 8. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 9. Subdivision of Lot. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with applicable subdivision and zoning regulations.

Section 10. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from view inside a garage or enclosure approved by the ACC. 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 six inches (6'6") 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 so as to obstruct or block a sidewalk. The restriction concerning commercial advertising 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. Overnight parking of any vehicles in the private or public streets 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. The Board may adopt additional Rules and Regulations regulating parking on the public or private streets in the Properties.



Section 11. No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the Properties 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 12. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and Declarant shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 13. Removal of Trash and Debris During Construction. During the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lot 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 away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the ACC. Additionally, each Owner or Builder, during construction of the Improvements, continuously shall keep the Lot in a reasonably clean and organized condition. Each builder must maintain and utilize a trash receptacle on every lot on which homes or improvements are being constructed. 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 the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, not less frequently than daily.

Section 14. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article X of this Declaration.

Section 15. Excavation and Tree Removal; Tree Trimming. 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 shall be cut or removed except to provide room for construction of Improvements or to remove dead or unsightly trees; provided,

however, that removal of vegetation and/or trees follow the clearing rules and regulations as set forth by the Spring Lakes ACC. All trees within the Properties shall be kept trimmed so as to provide unencumbered access along all streets and sidewalks. As a guideline, tree limbs shall not hang below eight feet (8') above any sidewalk or twelve feet (12') above any street.

Section 16. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties, except that the Association shall have the right to draw water from such sources for the purpose of irrigating the Common Areas. All sprinkler and irrigation systems serving Lots shall draw upon public water supplies only and shall be subject to approval in accordance with this Declaration. Private irrigation wells are prohibited on the Properties. This Section shall not apply to Declarant, and it may not be amended without Declarant's written consent so long as Declarant owns land within the Properties.

Section 17. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ACC. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.

Section 18. Damage or Destruction of Improvements. Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, 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 ACC, so as to present a pleasing and attractive appearance.

Section 19. 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 or trash.

Section 20. 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 such a way as to be visible from other Lots/streets or the Common Area.

Section 21. Animals. No sheep, horses, cattle, swine, poultry, dangerous animals (the determination of what is dangerous is at the sole discretion of the Board of Directors) or animals of any kind shall be raised, bred, or kept except as hereinafter provided. A reasonable number, not to exceed a total of two (2), of dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, 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 ordinarily shall mean no more than a total of two (2) pets per Dwelling Unit; provided, however, that the Board (or such other Person as the Board from time to time may designate) may from time to time determine that a reasonable number in any instance is more or less than two (2). The Association, acting through the Board, shall have the right to prohibit any animal 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 Common Area.

Section 22. 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 six (6) square feet which is used to: (a) advertise the property for sale or lease; (b) identify the Builder or contractor while construction is in progress on such Lot; or (c) promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks 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. 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. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Properties. 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 be erected, permitted or maintained on any Lot without the express prior written consent of the ACC.

Section 23. 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 24. Treatment Facilities. No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home", "family home", "community home", "half-way house", day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters, unless otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

Section 25. Lakes, Ponds and Other Water Bodies. No use of the lakes, ponds, streams or other bodies of water within the Area of Common Responsibility, if any, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board provided, if any such use is permitted, it shall be subject to Declarant's and the Association's superior use rights as provided below and to all Rules and Regulations. No internal combustion engines shall be operated on any lakes, ponds, or streams within

the Area of Common Responsibility except by the Association, and Declarant (for so long as it owns property that is or may be subjected to the Declaration), for purposes of maintenance and irrigation. Notwithstanding the above, model boats with internal combustion engines may be operated during special events with prior approval of the Board. Use of the Lakes or other bodies of water within the Property as permitted by the Board or Declarant shall be of the sole risk of the user and the Board and Declarant shall be held harmless against any liability, loss, damage or injury resulting from such use or misuse. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by Declarant, the Golf Club or the Association.

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

## Article XII Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot is deemed to covenant and agree to pay to the Association:

- a. Annual Assessments;
- b. Special Assessments; and
- c. Private Street Assessments
- d. Reimbursement Assessments

all as defined in Article I.

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each Assessment and other charges, together with interest, collection costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at

the time when the Assessments fell due and shall not be affected by any change in the ownership thereof.

Section 2. Purpose of Annual Assessments. Each Lot 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 to the Association, commencing on a date and in a manner to be promulgated by the Board. 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, in the judgment of the Association, is required. The 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 the Maintenance Fund for the use and benefit of all residents of the Properties, as well as any other property brought within the jurisdiction of the Association; provided, however, that other properties to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the Assessments on a uniform, per Lot basis, equivalent to the Assessments 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: constructing and maintaining paths, parks, lakes, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, recreational facilities, including swimming pools and tennis courts, play courts, and other common areas, 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 Properties to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, payment of all Common Expenses, employing security, lifeguards, instructors, and operators, caring for vacant Lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Association, to keep the Properties neat and in good order or which is considered of general benefit to the Owners or occupants of the Lots. 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 3. Basis and Maximum Level of Annual Assessments. Until January 1, 1999, the maximum Annual Assessment shall be \$600.00 per Lot. Annual Assessments for the year in which a Lot is sold by Declarant to an Owner, as well as the Annual Assessment due for the next succeeding calendar year, shall be due and payable in advance upon the sale of such Lot. Thereafter, all such Annual Assessments shall be payable in advance on January 1 of each year, unless otherwise determined by the Board. From and after January

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1, 1999, the maximum Annual Assessment may be increased by the Board, effective the first day of January of each year, in conformity with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Houston, Texas, published by the Department of Labor, Washington, D.C., or if discontinued, by any successor or comparable index for the preceding month of September of each year; or, alternatively, by an amount not to exceed fifteen percent (15%) over the prior year's actual rate, whichever is greater, in either event without a vote of the Members. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to this Declaration. Annual Assessments will be considered delinquent if not received within thirty (30) days after they become due. The Board may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the Annual Assessment period, which shall begin on the first day of January of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The maximum Annual Assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only if the increase is approved by the affirmative vote of two-thirds (2/3) of all Members eligible to vote at a meeting duly called for that purpose. In lieu of notice to and a meeting of Members as provided in the By-Laws, a door-to-door canvas may be made to secure the required two-thirds (2/3) written approval of the Members eligible to vote for such increase in the Annual Assessment or for the Special Assessment as provided below. The voting process for this action may be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door-to-door canvas. Upon levying of any increased Assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the Official Public Records of Real Property of Harris County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of Members eligible to vote as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, the amount of the increased Assessment so authorized, and the date by which the increased Assessment must be paid to avoid being delinquent. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Harris Counties, Texas. Assessments for any year in which a Lot is sold by Declarant

shall be prorated to the date of closing, and Assessments shall be due from the new Owner thereof from that date forward.

Section 4.1 Purpose of Private Street Assessment. Each Lot located adjacent to a private street is hereby subject to a Private Street Assessment for the purpose of creating a fund to be designated and known as the "Private Street Fund," which Private Street Assessment will be paid by the Owner or Owners of each lot to the Association, commencing on a date and in a manner to be promulgated by the Board. 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 in the judgment of the Board, is required. The assessment shall be uniform, except as hereinafter provided, for Declarant and any Builder to whom Declarant sells a Lot. The proceeds of the "Private Street Fund" shall be maintained by the Board in an account separate from any other Assessments and shall be used by the Board only for the management, maintenance, operation, repair, replacement and insurance of the private streets, if any, gate and gate operators or other improvements located at the entrance to Section One or any subsequent Sections which contain private streets and are made a part of this declaration (specifically excluding landscaping or other amenities).

Section 4.2 Basis and Maximum Level of Private Street Assessments. Until January 1, 1999, the maximum Private Street Assessment shall be \$150.00 per lot. Private Street Assessments for the year in which a Lot is sold by Declarant to an Owner, as well as the Private Street Assessments due for the next succeeding calendar year, shall be due and payable in advance upon the sale of such Lot. Thereafter, all such Private Street Assessments shall be payable in advance on January 1 of each year, unless otherwise determined by the Board. From and after January 1, 1999, the maximum Private Street Assessments may be increased by the Board, effective the first day of January of each year, in conformity with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Houston, Texas, published by the Department of Labor, Washington, D.C., or if discontinued, by any successor or comparable index for the preceding month of September of each year; or, alternatively, by an amount not to exceed fifteen percent (15%) over the prior year's actual rate, whichever is greater, in either without a vote of the Owners of Lots in Section One. Written notice of Private Street Assessments shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to this Declaration. Private Street Assessments will be considered delinquent if not received within thirty (30) days after they become due. The Board may fix the Private Street Assessments at an amount not in excess of the maximum, and shall fix the amount of the Private Street Assessments against each Lot at least thirty (30) days in advance of the Private Street Assessment Period, which



shall begin on the first day of January of each year. The maximum Private Street Assessment may be increased above the established by the Consumer Price Index formula or the above mentioned percentage increase only if the increase is approved by the affirmative vote of two-thirds (2/3) of all Members owning Lots within Section one and eligible to vote at a meeting duly called for that purpose. In lieu of notice to and a meeting of Members as provided in the By-Laws, a door-to-door canvas may be made to secure the required two-thirds (2/3) writing approval of the Members eligible to vote for such increase in the Assessment. The voting process for this action may be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door-to-door canvas. Upon levying of any increased Private Street Assessments pursuant to the provisions of this Section, the Association shall cause to be recorded in the Official Public Records of Real Property of Harris County, Texas a sworn affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of Members eligible to vote as of the date of the voting, the quorum required, the number of voters represented, the number of each class voting "for" and "against" the levy, the amount of the increased Private Street Assessments so authorized, and the date by which the increased Private Street Assessments must be paid to avoid being delinquent. Such increase shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Official Public Records of Real Property in Harris County, Texas. Private Street Assessments for any year in which a Lot is sold by Declarant shall be prorated to the date of closing, and Private Street Assessments shall be due from the new Owner thereof from that date forward. Private Street Assessments shall commence as to all Lots which are located adjacent to a private street, if any, within Section One on January 1, 1998.

Section 5(a). Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board may levy, in any Assessment year, a Special Assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Area of Common Responsibility, including fixtures and personal property related thereto, provided any such Assessment shall have the approval of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 3 above, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by

the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door-to-door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the Real Property Records of the Harris County Clerks' Offices, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of Members eligible to vote as of the date of the voting, the quorum required, the number of votes represented, the number voting "For" and "Against" the levy, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

Section 6(a). Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of increasing the maximum Annual Assessment pursuant to Section 3 or taking any action authorized under Section 4 of this Article shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the eligible votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the Members is conducted by mail or door-to-door canvas, the approval of two-thirds (2/3) of the total membership is required. Written notice of any meeting called for the sole purpose of increasing the Private Street Assessments may be given solely to the Members owning Lots in Section One; and the presence at any meeting of Members or of proxies constituting sixty percent (60%) of votes entitled to be cast on the issue of Private Street Assessments shall constitute a quorum for taking action on such issue.

(b). Notwithstanding the foregoing, the Association may not include in either the Annual Assessment or any Special Assessment for any calendar year the cost of any new capital improvements aggregating more than twenty-five thousand dollars (\$25,000) without the approval of a majority of the Class "A" Members entitled to vote at a meeting duly called for such purpose in accordance with the notice requirement set forth in Section 5(a) above. The term "new capital improvements" shall specifically exclude ordinary maintenance, repair or replacement of existing capital assets. For purposes of taking action under this Section 5(b) only, a quorum shall not be established unless Class "A"

Members representing ten percent (10%) of the eligible Class "A" votes are present at such meeting. If the vote of the Members is conducted by mail or door-to-door canvas, the approval of a majority of the Class "A" Members entitled to vote shall be required.

Section 7. Date of Commencement and Determination of Annual Assessments. The Annual Assessments provided for herein shall commence as to all Lots from January 1, 1998. Lots which are not and have never been occupied, and which are owned by Declarant, shall be subject to an Annual Assessment equal to one-half (1/2) of the Annual Assessment applicable to occupied Lots. Lots which are not and never have been occupied and which are owned by Declarant shall be subject to Private Street Assessments equal to one-half (1/2) of the Private Street Assessments applicable to occupied Lots. The rate of Assessment for any calendar year for any individual Lot will change within that calendar year as the character of ownership and the status of occupancy changes; however, once any Lot has become subject to Assessment at the full rate, it shall not thereafter revert to Assessment at the lower rate. The applicable Assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

Section 8. Reimbursement Assessments. The Board, 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, the Bylaws, Minimum Construction Standards, 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 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 that the Reimbursement Assessment is owing.

Section 9. Estoppel Certificates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer 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 10. Attribution of Payments. If any Owner's payment of an Assessment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual 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; (c) Annual Assessment until the Annual Assessment has been satisfied; and (d) Private Street Assessment until the Private Street 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 11. Effect of Nonpayment 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 not to exceed \$50 per month, interest on the unpaid Assessment at the rate of eighteen percent (18%) per annum from the due date [or the maximum rate of interest allowed by law if less than eighteen percent (18%)], and all costs of collection, including reasonable attorneys' fees; and

b. ~~all rights of the Owner as a Member 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 Lot.~~

If any Assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court, and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such Assessments and charges as a debt, and hereby grants a lien and security interest to the Association to secure payment of the Assessments and other amounts due, and also grants the Association the right to enforce the lien by any methods available for the enforcement of such liens, including foreclosure by non-judicial action as provided for in Section 51.002 of the Real Property Code of the State of Texas, and such Owner expressly grants to the Association the power of sale, and judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape said lien and liability for the Assessments provided for herein by non-use of the Common Areas or reserves, or abandonment or divestiture of ownership of a Lot for any Annual or Special Assessment which became due and payable during the time when such Owner owned the Lot.

Section 12. Exempt Property. All properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Areas and reserves, shall be exempt from the Assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be exempt from Assessments and charges and the lien herein securing payment thereof.

Section 13. 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 is not properly exercising its duties and powers under this Declaration or claim by the Owner of non-use of the Common Areas or abandonment of his Lot or claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Areas or from any action taken to comply with any law or any determination of the Board or for any other reason.

Section 14. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to any purchase money liens. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to the foreclosure of a purchase money lien 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 15. Reimbursement of Declarant. Recognizing that the initial cost of administration and maintenance of the Area of Common Responsibility and the Association may have to be subsidized by Declarant, the Board (whether the directors are affiliated with Declarant, its agents, servants, or employees and without being liable for any claim made by any Member that the directors' fiduciary duty to the other Members has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes Declarant for moneys expended by Declarant or loaned to the Association by Declarant for and on behalf of the Association.

#### Article XIII Easements and Utilities

Section 1. Title to Utility Lines. The title conveyed to any Lot 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 Declarant, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but not obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to Declarant or the Association and their successors and assigns. 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 Lot.

Section 2. Association Easements. The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration

Section 3. Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as Declarant owns any property described on Exhibit "A" or "B", the Association, and the designees of each (which may include, without limitation, Harris County Municipal Utility District No. 249), blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, alarm monitoring systems, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, sewage treatment facilities, levees, water treatment facilities, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner thereof. Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein

provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. The Association shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Harris County, The City of Houston, Texas, or to any other local, state, or federal governmental entity.

Section 4. Easements for Maintenance and Flood Water. Declarant and the Association shall have an easement over and across any of the Properties abutting or containing any portion of any of the lakes, ponds or streams for the purpose of allowing Declarant to exercise its rights and responsibilities as herein and otherwise set forth; provided, however, Declarant, its designees, and the Association shall use reasonable care in the exercise of such easement and shall repair any damage caused in the exercise of such easement. There is further reserved herein and hereby, for the benefit of Declarant and the Association, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas and Lots (but not the dwellings thereon) adjacent to or within one hundred feet (100') of lakes, ponds, and streams within the Properties, in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Properties; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds and streams within the Area of Common Responsibility; (c) to maintain and landscape the slopes and banks pertaining to such lakes, ponds and streams; and (d) to enter upon and across such portions of the Properties for the purpose of exercising its or their rights under this Section.

Section 5. Easements to Serve Additional Property. Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the additional property described in Exhibit "B" attached hereto and by this reference incorporated herein (the "Additional Property"), whether or not the Additional Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on the Additional Property. Declarant agrees that it, its successors or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development

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

#### Article XIV Electrical Service

Section 1. Standard Provisions. An underground electric distribution system will be installed in the Properties designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of Electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point as designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Properties or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing



service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to the developer (except for certain conduits, where applicable, and except as hereinafter provided) upon the developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including, homes, all of which are designed to be permanently located wherein originally constructed (such category of dwelling units expressly to exclude mobile homes). Should the plans of the developer or the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of homes requiring overhead electrical service, the company shall not be obligated to provide electric service to any such homes unless (a) the developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the Owner of each affected lot, or the applicant for service to any such home, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Spring Lakes Subdivision, Section One as such plat exists at the execution of the agreement for underground electric service between the electric company and the developer or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless the developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

Article XV  
Annexation of Additional Land

Section 1. Annexation Without Approval of Class "A" Membership. The Declarant shall have the unilateral right, privilege and option, but not the obligation, from time to time at any time until all the property described on Exhibit "B" has been subjected to this Declaration, or December 31, 2020 whichever is earlier to subject the provisions of this Declaration and the jurisdiction of the Association to the land described on Exhibit "B" and any Additional Land as defined in Article I. Annexation under this Article shall be accomplished by filing in the public records of Harris County, Texas, a Supplemental Declaration annexing such property and containing such additional or different restrictions affecting the property annexed as may be determined by Declarant. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective, unless otherwise provided therein, upon the filing for record of such Supplemental Declaration, executed by the President (or any Vice President) and Secretary of the Association and by the owner of the property. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant provided that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Section 2. Withdrawal of Property. The Declarant reserves the right to amend this Declaration unilaterally at anytime without prior notice and without the consent of any person or entity, for the purpose of portions of Exhibit "B" from the provisions of this Declaration. The Declarant may remove portions of the property described on Exhibit "B" by encumbering the removal of portions of the property by a separate and different Declaration recorded in the Real Property Records of Harris County at which point the portion of the property which was removed shall no longer be entitled to annexation under this Declaration.

Section 3. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof and the expiration of the Declarant's unilateral right to annex under Section 1 of this Article, the Association may annex Additional Land, pursuant to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the Class "A" votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and the consent of Declarant, so long as Declarant owns property subject to this Declaration and/or property described on Exhibit "B", in accordance with Section 1 of this Article. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall

apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering Annexation of Additional Land pursuant to this Section 3 and to ascertain the presence of a quorum at such meeting.

Section 4. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Properties described in Exhibit "A" and/or Exhibit "B", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Article XVI  
Property Rights in Common Areas

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by Declarant.

Section 3. Conveyances to the Association. Although Declarant may retain the legal title to easements or fee simple parcels designated as Common Areas, or portions thereof, until Declarant conveys legal title to the last Lot in the Properties, Declarant, at any time after the date hereof, may convey legal title to all or a portion of such Common Areas to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Areas conveyed to the Association as elsewhere provided in this Declaration. Declarant hereby covenants that the Common Areas 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 not then due and payable).

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. 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 Areas, and such Common Areas 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 Areas 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.

Section 6. Delegation of Use. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside or work on the Property (subject to compliance with the appropriate provisions hereof), and to such other persons as may be permitted by the Association. Only Owners shall have the right to use the recreational facilities, and the Board shall have the authority to prevent use by any other Person; provided, however, the Board may permit the use of the recreational facilities or of certain such facilities by others upon the payment to the Association of such consideration as the Board in its sole discretion determines to be reasonable, after taking into consideration the anticipated usage of the recreational facilities by such individuals and the amount of the present and anticipated future recreational facilities assessments. Such payments shall not be Assessments but shall be in the nature of use fees and shall be in addition to any user fees that the Board may require to be paid by the Owners.

Article XVII  
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is

recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the owner shall consent thereto in writing.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty percent (60%) of the total votes in the Association entitled to be cast.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Harris County, Texas.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any

suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Rules and Regulations, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 5. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d)

counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of this Declaration shall prevail and the others shall be subordinate. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

Section 8. Compliance. Every Owner of any Lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 9. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER; AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ACC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ACC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY

UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 10. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board, the transferor shall continue to be jointly and severally responsible for all continuing obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot.

#### Article XVIII Declarant's Rights

Section 1. General. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Harris County, Texas. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units and sales offices, and Declarant and such designated Builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may



be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

#### Article XIX Miscellaneous

Section 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. Should this Declaration be found by a court of competent jurisdiction to be ineffective for any reason to amend the Prior Restrictions, then, to the extent compatible with the Prior Restrictions, this Declaration shall be deemed to affect only the Properties owned by Declarant or the Owners expressly consenting hereto.

Section 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 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 4. Enforceability. This Declaration shall run with the Land and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner and their respective heirs, legal representatives, successors and assigns of

the respective interest in the Properties. 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 attorneys' fees from the Owner or occupant of a Lot who violated this Declaration.

Section 5. Remedies. In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, then Declarant, the Association, or each Owner of a Lot may institute and prosecute any proceedings 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.

Section 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 unoccupied, vacant or abandoned Lot, including any Improvements located thereon, if deemed reasonably necessary by the Board for emergency, health, safety and/or security purposes to make repairs to Improvements, secure the Lot or abate or remove things or conditions which are potentially hazardous or which violate any provisions of this Declaration. Such 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, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

Section 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 the Properties 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 8. 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 Properties, 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. All parties joining in this Declaration, if any, agree to waive all

claims, rights, or causes of action against Declarant applicable to periods prior to Declarant's period of ownership of the Properties.

Section 9. Limitation on Liability. Neither the Association, the Board, the ACC, 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 10. Captions for Convenience. The titles, headings, captions, articles 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 11. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 29<sup>th</sup> day of September, 1997.

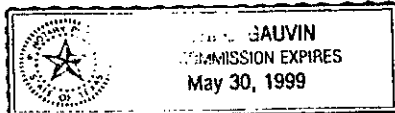
HOUSTON AREA DEVELOPMENT CORP.  
a Texas corporation

By: [Signature]  
Samuel H. Yager, Jr.,  
President

10

THE STATE OF TEXAS    i  
                                  i  
COUNTY OF HARRIS    i

This instrument was acknowledged before me on the 29<sup>th</sup> day of September, 1997 by Samuel H. Yager, Jr., President on behalf of Houston Area Development Corp., a Texas corporation.



[Signature]  
Notary Public  
State of Texas

515-18-2727

EXHIBIT A

Spring Lakes Section 1 consisting of 93 Lots, 4 Blocks and 9  
Reserves. A subdivision of 47.681 Acres of Land out of the W. Smith  
Survey A-706, Mary C. Bulrice Survey A-129, James Richey Survey A-  
676, Charles Wunsche Survey A-862, Harris County, Texas, as  
recorded under File No. 389134 of the Map records of Harris County,  
Texas.

515-18-2728

**EXHIBIT "B"**

**METES AND BOUNDS DESCRIPTION  
TRACT I  
113.9681 ACRES  
HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 113.9681 acres of land situated in the Mary C. Bulrice Survey, Abstract Number 129, the Charles Wunshce Survey, Abstract Number 862, and the W. Smith Survey, Abstract Number 706, Harris County, Texas and being a portion of that certain 220.997 acre tract conveyed to General Homes Corporation in Harris County Clerk's File (H.C.C.F.) Number J427110, said 113.9681 acre tract being more particularly described as follows:

**BEGINNING** at 3/8 inch iron rod found marking the southeast corner of that certain 18.693 acre tract recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 149-03-2073 and the southwest corner of a 26.681 acre tract of record under H.C.C.F. Number H169197 and in the northerly line of said 220.997 acre tract;

**THENCE**, North 56° 47' 53" East, with the northerly line of said 220.997 acre tract and the southerly line of said 26.681 acre tract a distance of 150.00 feet to a 5/8 inch iron rod found for corner and being the most westerly corner of a called 6.028 acre tract;

**THENCE**, along the northeasterly line of said 220.997 acre tract, South 78° 11' 56" East, 2015.66 feet to a 5/8 inch iron rod found for corner;

**THENCE**, South 14° 01' 21" East, a distance of 632.84 feet to a point for corner in the centerline of proposed Park 45 Boulevard and in the arc of a curve;

**THENCE**, along the centerline of said Park 45 Boulevard the following courses and distances:

633.71 feet along the arc of a curve to the left, having a central angle of 18° 09' 16", a radius 2000.00 feet and a chord which bears South 65° 01' 28" West, 631.06 feet to a point at the end of said curve;

South 55° 56' 50" West, 772.92 feet to a point at the beginning of a curve to the right;

323.16 feet along the arc of said curve to the right, having a central angle of 23° 08' 41", a radius of 800.00 feet and a chord which bears South 67° 31' 10" West, 320.97 feet to a point at the end of said curve;

South 79° 05' 31" West, 382.00 feet to a point at the beginning of a curve to the left;

798.16 feet along the arc of said curve to the left, having a central angle of  $22^{\circ} 51' 56''$ , a radius of 2000.00 feet and a chord which bears South  $67^{\circ} 39' 33''$  West, 792.87 feet to a point at the end of said curve;

South  $56^{\circ} 13' 35''$  West, 156.01 feet to a point in the centerline of Wunsche Gully;

THENCE, departing the centerline of said proposed Park 45 Boulevard and in a northwesterly direction with the centerline meanders more or less, of said Wunsche Gully follows:

North  $24^{\circ} 20' 24''$  West, a distance of 13.34 feet;  
 North  $85^{\circ} 48' 46''$  West, a distance of 101.18 feet;  
 North  $31^{\circ} 35' 38''$  West, a distance of 154.17 feet;  
 North  $38^{\circ} 39' 19''$  West, a distance of 107.35 feet;  
 North  $46^{\circ} 29' 13''$  West, a distance of 121.10 feet;  
 North  $43^{\circ} 10' 21''$  West, a distance of 191.94 feet;  
 North  $17^{\circ} 57' 53''$  West, a distance of 49.37 feet;  
 North  $04^{\circ} 36' 08''$  East, a distance of 50.77 feet;  
 North  $09^{\circ} 28' 12''$  West, a distance of 17.30 feet;  
 North  $36^{\circ} 48' 48''$  West, a distance of 15.77 feet;  
 North  $15^{\circ} 03' 40''$  West, a distance of 68.35 feet;  
 North  $28^{\circ} 25' 35''$  West, a distance of 61.60 feet;  
 North  $39^{\circ} 29' 48''$  West, a distance of 23.44 feet;  
 North  $22^{\circ} 28' 04''$  West, a distance of 39.85 feet;  
 North  $18^{\circ} 20' 14''$  West, a distance of 65.24 feet;  
 North  $17^{\circ} 45' 18''$  West, a distance of 40.42 feet;  
 North  $07^{\circ} 54' 12''$  East, a distance of 28.78 feet;  
 North  $30^{\circ} 00' 13''$  West, a distance of 61.36 feet;  
 North  $52^{\circ} 57' 43''$  West, a distance of 109.30 feet;  
 North  $44^{\circ} 59' 36''$  West, a distance of 47.00 feet;  
 North  $35^{\circ} 48' 35''$  West, a distance of 13.50 feet;  
 North  $20^{\circ} 55' 04''$  West, a distance of 51.03 feet;  
 North  $50^{\circ} 19' 00''$  West, a distance of 42.16 feet;  
 North  $84^{\circ} 57' 37''$  West, a distance of 9.63 feet;  
 North  $43^{\circ} 42' 06''$  West, a distance of 87.02 feet;  
 North  $15^{\circ} 18' 22''$  West, a distance of 71.68 feet;

North  $25^{\circ} 07' 57''$  West, a distance of 61.37 feet to a point for corner in the southerly line of Hannah-Barbera Land, a subdivision of record under Volume 324, Page 99 of the Harris County Map Records, and the northerly line of the aforementioned 220.997 acre tract;

THENCE, North  $55^{\circ} 42' 10''$  East, with the northerly line of said 220.997 acre tract, a distance of 304.40 feet to a 1/2 inch iron rod found for corner in the southeasterly line of that certain 15.9343

acre tract recorded in the Official Public Records of Real Property of Harris County, Texas under Film Code Number 179-91-0058;

THENCE, South  $34^{\circ} 04' 01''$  East, with the northwesterly line of said 220.997 acre tract a distance of 21.05 feet to a 1 inch iron rod found for corner;

THENCE, North  $56^{\circ} 51' 47''$  East, with the northwesterly line of said 202.997 acre tract a distance of 1384.52 feet to the POINT OF BEGINNING and containing 113.9681 acres of land, SAVE AND EXCEPT a 3.9082 acre tract, of record under Harris County Map Records (H.C.M.R.) Volume 336, Page 81, and H.C.C.F. Number K589894, and being a part of dedicated right-of-way (R.O.W.) of Cypresswood North Loop; and a 0.5159 acre tract of record under H.C.M.R. Volume 336, Page 81, and H.C.C.F. Number K589894 and being conveyed in fee to Harris County Flood Control District, for a net area of 109.5440 acres, said 3.9082 acre tract and 0.5159 acre tract being more particularly described as follows:

3.9082 ACRE  
CYPRESS NORTH LOOP ROW  
SAVE AND EXCEPT TRACT

COMMENCING for reference at a point marking the northeasterly corner of that certain 4.790 acre tract of record under Harris County Clerk's File (H.C.C.F.) Number K014015 and being in the southeasterly line of said 220.997 acre tract and in the northwesterly right-of-way (R.O.W.) line of Cypresswood Drive, 100.00 feet wide, as recorded in H.C.C.F. Number J682254, and in the arc of a curve;

THENCE, departing said northwesterly R.O.W. line, South  $56^{\circ} 56' 12''$  West, 61.87 feet along the line common to said 220.997 acre tract and said 4.790 acre tract to a  $5/8$  inch iron rod found in the westerly R.O.W. line of Cypresswood North Loop, 100.00 feet wide and in the arc of a curve;

THENCE, departing said common line and along the westerly R.O.W. line of said Cypresswood North Loop, 1495.11 feet along the arc of a curve to the left, having a central angle of  $43^{\circ} 55' 48''$ , a radius of 1950.00 feet and a chord which bears North  $12^{\circ} 05' 16''$  West, 1458.76 feet to a  $5/8$  inch iron rod found at the end of said curve;

THENCE, North  $34^{\circ} 03' 10''$  West, 723.80 feet to a  $5/8$  inch iron rod found at the beginning of a curve to the left;

THENCE, 39.27 feet along the arc of said curve to the left, having a central angle of  $90^{\circ} 00' 00''$ , a radius of 25.00 feet and a chord which bears North  $79^{\circ} 03' 10''$  West, 35.36 feet to a  $5/8$  inch iron rod found at the end of said curve;

THENCE, South  $55^{\circ} 56' 50''$  West, 98.58 feet to a  $5/8$  inch iron rod found for corner;

THENCE, North  $34^{\circ} 03' 10''$  West, 50.00 feet to a point on the centerline of proposed Park 45 Boulevard, and the POINT OF BEGINNING of herein described tract;

THENCE, North  $34^{\circ} 03' 10''$  West, 50.00 feet to a  $5/8$  inch iron rod found for an interior corner of the herein described tract;

THENCE, North  $55^{\circ} 56' 50''$  East, 98.58 feet to a  $5/8$  inch iron rod found at the beginning of a curve to the left;

THENCE, 39.27 feet along the arc of said curve to the left, having a central angle of  $90^{\circ} 00' 00''$ , a radius of 25.00 feet and a chord which bears North  $10^{\circ} 56' 50''$  East, 35.36 feet to a  $5/8$  inch iron rod found at the end of said curve;

THENCE, North  $34^{\circ} 03' 10''$  West, 97.60 feet to a  $5/8$  inch iron rod found at the beginning of a curve to the right;

THENCE, 1443.54 feet along the arc of said curve to the right, having a central angle of  $40^{\circ} 20' 45''$ , a radius of 2050.00 feet and a chord which bears North  $13^{\circ} 52' 48''$  West, 1413.90 feet to a  $5/8$  inch iron rod found for the northwesterly corner of the herein described tract;

THENCE, South  $78^{\circ} 11' 56''$  East, 100.49 feet to a  $5/8$  inch iron rod found for the northeasterly corner of the herein described tract in the easterly R.O.W. line of the aforementioned Cypresswood North Loop and in the arc of a curve;

THENCE, along the easterly R.O.W. line of said Cypresswood North Loop, 1363.48 feet along the arc of a curve to the left, having a central angle of  $40^{\circ} 03' 44''$ , a radius of 1950.00 feet and a chord which bears South  $14^{\circ} 01' 18''$  East, 1335.87 feet to a  $5/8$  inch iron rod found at the end of said curve;

THENCE, South  $34^{\circ} 03' 10''$  East, 97.60 feet to a  $5/8$  inch iron rod found at the beginning of a curve to the left;

THENCE, 39.27 feet along the arc of said curve to the left, having a central angle of  $90^{\circ} 00' 00''$ , a radius of 25.00 feet and a chord which bears South  $79^{\circ} 03' 10''$  East, 35.36 feet to a  $5/8$  inch iron rod found at the end of said curve;

THENCE, North  $55^{\circ} 56' 50''$  East, 98.58 feet to a  $5/8$  inch iron rod found for an interior corner of the herein described tract;

THENCE, South  $34^{\circ} 03' 10''$  East, 50.00 feet to a point in the centerline of proposed Park 45 Boulevard, for a corner of the herein described tract;



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THENCE, South 55° 56' 30" West, 347.16 feet along said centerline to the POINT OF BEGINNING and containing 3.9082 acres of land.

0.5159 ACRE  
SAVE AND EXCEPT TRACT

COMMENCING for reference at a point marking the most northerly corner common to that certain 4.790 acre tract of record under Harris County Clerk's File (H.C.C.F.) Number K014015 and that certain 1.008 acre tract of record under H.C.C.F. Number J491953 and being in the southeasterly line of the aforementioned 220.997 acre tract and in the northwesterly R.O.W. line of Cypresswood Drive, 100.00 feet wide, as recorded in H.C.C.F. Number J682254, and in the arc of a curve;

THENCE, along a southeasterly line of said 220.997 acre tract, 468.45 feet along the northwesterly R.O.W. line of said Cypresswood Drive, following the arc of a curve to the right, having a central angle of 13° 05' 34", a radius of 2050.00 feet and a chord which bears North 32° 13' 29" East, 467.43 feet to a 5/8 inch iron rod found for corner;

THENCE, departing said northwesterly R.O.W. line and along the easterly R.O.W. line of Cypresswood North Lop, 100.00 feet wide, the following courses and distances:

239.17 feet along the arc of a curve to the right, having a central angle of 137° 01' 59", a radius of 100.00 feet and a chord which bears North 72° 42' 44" West, 186.10 feet to a 5/8 inch iron rod found for the beginning of a curve to the left;

1068.26 feet along the arc of a curve to the left, having a central angle of 29° 51' 25", a radius of 2050.00 feet and a chord which bears North 19° 07' 27" West, 1056.21 feet to a 5/8 inch iron rod found at the end of said curve;

NORTH 34° 03' 10" West, 723.80 feet to a 5/8 inch iron rod found at the beginning of a curve to the right;

39.27 feet along the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 25.00 feet and a chord which bears North 10° 56' 50" East, 35.36 feet to a 5/8 inch iron rod found at the end of said curve;

North 55° 56' 50" East, 98.58 feet to a 5/8 inch iron rod found for corner;

North 34° 03' 10" West, 100.00 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING and the southeasterly corner of the herein described tract in the easterly R.O.W. line of proposed Lemm Gully, 140.00 feet wide;

515-18-2733

THENCE, departing said easterly R.O.W. line, South 55° 56' 50" West, 98.58 feet to a 5/8 inch iron rod found at the beginning of a curve to the right;

THENCE, 39.27 feet along the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 25.00 feet and a chord which bears North 79° 03' 10" West, 35.36 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE, North 34° 03' 10" West, 55.21 feet to a point in the westerly R.O.W. line of said Lemm Gully;

THENCE, along the westerly R.O.W. line of said Lemm Gully, North 17° 04' 42" East, 149.03 feet to a point for the most northerly corner of the herein described tract;

THENCE, departing the westerly R.O.W. line of said Lemm Gully, South 72° 55' 18" East, 140.00 feet to a point in the easterly R.O.W. line of the aforementioned Lemm Gully;

THENCE, along the easterly R.O.W. line of said Lemm Gully, South 17° 04' 42" West, 103.15 feet to a POINT OF BEGINNING and containing 0.5159 acres of land.

**8.469 ACRE  
LOUETTA ROAD  
SAVE AND EXCEPT TRACT**

COMMENCING, at a five-eighths inch iron found for the intersection of the west right-of-way line of Cypresswood North Loop Drive (100 feet wide), the common line of the aforesaid 113.9681 acre tract of land, and a called 6.028 acre tract of land conveyed from The Federal Deposit Insurance Corporation to NCNB Texas National Bank Custodian for HAL R. Pettagraw Individual Retirement Account by deed recorded under HCCF No. M-683409 of the OPRRPHCT; thence as follows:

North 78° 55' 49" West, along the north line of the aforementioned 113.9681 acre tract, same being the south line of the aforementioned 6.028 acre tract, a distance of 192.36 feet to a five-eighths inch iron rod, with aluminum cap, set for the POINT OF BEGINNING of the herein described parcel. Said iron rod, with cap, being on the proposed south right-of-way line of Louetta Road (180 feet wide) and a curve to the left, having a radial bearing of N32°04'34"W. Said point of beginning having surface coordinates of X=3,552,787.67, Y+181,515.35; All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone; All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.999970 (coordinates based upon the 1968 adjustment of the North American Datum of 1927);

THENCE, in a southwesterly direction along said proposed south right-of-way line of Louetta Road (180 feet wide) and the arc of said curve to the left, having a central angle of 04°16'32", a radius of 2201.83 feet, a chord distance of 164.27 feet, bearing S55°47'10"W, a distance

along the arc of 164.30 feet to a five-eighths inch iron rod, with aluminum cap, set for the point of tangency;

THENCE, SOUTH 53°38'55" West, continuing along said proposed south right-of-way line of Louetta Road (180 feet wide), a distance of 1961.66 feet to a point for corner in the centerline of Wunsch Gully, same being the centerline of a 110 foot wide Harris County Flood Control District (HCFCD) easement, as recorded in Volume 1788, Page 53 of the OPRPHCT, and being on the west property line of the aforementioned 113.9681 acre tract and the east line of a called 83.048 acre tract of land conveyed from Chas A. Fisher, Substitute Trustee, to Farm and Home Saving Association by deed recorded under HCCF No. 1.745158 of the OPRRHCT:

THENCE, in a northwesterly direction with the centerline meanders of said Wunsch Gully, same being the centerline of the aforementioned 110 foot wide HCFCD easement, and same being the common line of the aforementioned 113.9681 acre tract, and the aforementioned 83.048 acre tract as follows:

- a) NORTH 53° 45' 48" West, a distance of 29.45 feet to an angle point;
- b) NORTH 45° 47' 38" West, a distance of 47.00 feet to an angle point;
- c) NORTH 36° 34' 38" West, a distance of 13.53 feet to an angle point;
- d) NORTH 21° 43' 07" West, a distance of 51.00 feet to an angle point;
- e) NORTH 51° 07' 05" West, a distance of 42.16 feet to an angle point;
- f) NORTH 85° 45' 40" West, a distance of 2.91 feet to a point for corner on the proposed north right-of-way line of Louetta Road (180 feet wide):

THENCE, NORTH 53°38'55" East, along said proposed north right-of way line of Louetta Road, a distance of 1971.43 feet to a five-eighths inch iron rod, with aluminum cap, set on the north line of the aforementioned 113.9681 acre tract, same being the south line of the aforementioned 6.028 acre tract;

THENCE, SOUTH 78°55'49" East, along the north line of the aforementioned 113.9681 acre tract, same being the south line of the aforementioned 6.028 acre tract, a distance of 252.77 feet to the POINT OF BEGINNING, and containing 8.469 acres (368,898 square feet) of land, more or less.

The afore described 8.469 acre parcel being divided as follows:

approximately 7.202 acres in the M.C. Bulrice Survey, A-129  
 approximately 1.267 acres in the Charles Wunsch Survey, A-862  
 Harris County, Texas

515-18-2735

**47.681 ACRE  
SPRING ALKES SECTION 1  
SAVE AND EXCEPT TRACT**

SAVE AND EXCEPT that part of the 47.681 Acre Tract known as Spring Lakes Section 1 as more particularly described in Exhibit "A", which encroaches on Tract 1 of the Land out of the W. Smith Survey A-706, Mary C. Bulrice Survey A-129, James Richey Survey A-676, Charles Wunsche Survey A-268, Harris County, Texas further described in Exhibit "A" and recorded under Film Code No. 389134 of the Harris County Map Records.

**EXHIBIT "B"**  
(continued)

METES AND BOUNDS DESCRIPTION  
TRACT II  
100.9713 ACRES  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 100.9713 acres of land out of the Mary C. Bulrice Survey, Abstract Number 129, the James Richey Survey, Abstract Number 676 and Charles Wunsche Survey Abstract Number 862, Harris County, Texas and being a portion of that certain 220.997 acre tract conveyed to General Homes Corporation in Harris County Clerk's File (H.C.C.F.) Number J427110, said 100.9713 acre tract being more particularly described as follows:

BEGINNING at a point marking the most northerly corner of that certain 4.790 acre tract of record under H.C.C.F. Number K014015 and the most westerly corner common to that certain 1.008 acre tract of record under H.C.C.F. Number J491953 and that certain 8.927 acre tract of record under H.C.C.F. Number J682254 and being in the southeasterly line of said 220.997 acre tract and in the northwesterly right-of-way (R.O.W.) line of Cypresswood Drive, 100.00 feet wide;

THENCE, South 56° 56' 12" West, with the line common to said 4.790 acre tract and said 220.997 acre tract, a distance of 534.34 feet to a point to the intersection with the centerline of Lemm Gully;

THENCE, in the northwesterly direction with the meanders, more or less, of said Lemm Gully as follows:

North 36° 16' 30" West, a distance of 149.00 feet;  
North 46° 43' 46" West, a distance of 116.40 feet;  
North 47° 44' 33" West, a distance of 111.21 feet;  
North 22° 10' 05" West, a distance of 89.82 feet;  
North 30° 23' 23" West, a distance of 120.20 feet;  
North 57° 08' 01" West, a distance of 36.86 feet;  
North 16° 42' 18" West, a distance of 34.00 feet;  
North 02° 05' 42" East, a distance of 99.30 feet;  
North 45° 11' 00" West, a distance of 65.41 feet;  
North 52° 57' 09" West, a distance of 61.40 feet;  
North 26° 32' 50" West, a distance of 51.97 feet to a point of intersection with the centerline of Wunsche Gully;

THENCE, in a northwesterly direction with the centerline meanders more or less, of said Wunsche Gully as follows:

North 70° 12' 10" West, a distance of 39.25 feet;  
 South 62° 57' 02" West, a distance of 41.69 feet;  
 South 75° 28' 46" West, a distance of 198.87 feet;  
 North 88° 03' 46" West, a distance of 43.99 feet;  
 North 70° 06' 50" West, a distance of 33.32 feet;  
 North 79° 01' 35" West, a distance of 33.01 feet;  
 North 64° 41' 26" West, a distance of 116.78 feet;  
 South 63° 50' 23" West, a distance of 59.34 feet;  
 South 21° 15' 14" West, a distance of 36.60 feet;  
 South 64° 50' 28" West, a distance of 29.05 feet;  
 North 80° 55' 56" West, a distance of 55.66 feet;  
 North 69° 43' 18" West, a distance of 66.92 feet;  
 North 38° 26' 06" West, a distance of 100.86 feet;  
 North 76° 47' 19" West, a distance of 41.48 feet;  
 North 23° 12' 38" West, a distance of 31.91 feet;  
 North 70° 27' 37" West, a distance of 175.60 feet;  
 North 40° 08' 20" West, a distance of 168.53 feet;  
 North 00° 59' 23" West, a distance of 16.90 feet;  
 North 43° 33' 12" West, a distance of 37.11 feet;  
 North 44° 59' 40" West, a distance of 93.65 feet;  
 North 68° 34' 23" West, a distance of 102.10 feet;  
 North 45° 28' 59" West, a distance of 114.74 feet;  
 North 08° 39' 35" West, a distance of 56.86 feet;  
 North 33° 46' 41" West, a distance of 127.12 feet;  
 North 15° 32' 26" West, a distance of 136.24 feet;  
 North 67° 55' 17" West, a distance of 49.33 feet;  
 North 05° 18' 06" West, a distance of 26.27 feet;  
 North 07° 30' 06" West, a distance of 46.33 feet;  
 North 24° 20' 24" West, a distance of 50.69 feet to a point in the centerline of said  
 proposed Park 45 Boulevard the following courses and distances:

THENCE, departing the centerline of said Wunsche Gully and along the centerline of said  
 proposed Park 45 Boulevard the following courses and distances:

North 56° 13' 35" East, 156.01 feet to a point at the beginning of a curve to the right;

798.16 feet along the arc of said curve to the right, having a central angle of 22° 51' 56",  
 a radius of 2000.00 feet and a chord which bears North 67° 39' 33" East, 792.87 feet to a  
 point at the end of said curve;

North 79° 05' 31" East, 382.00 feet to a point at the beginning of a curve to the left;

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323.16 feet along the arc of said curve to the left, having a central angle of  $23^{\circ} 08' 41''$ , a radius of 800.00 feet and a chord which bears North  $67^{\circ} 31' 10''$  East, 320.97 feet to a point at the end of said curve;

North  $55^{\circ} 56' 50''$  East, 772.92 feet to a point at the beginning of a curve to the right;

633.71 feet along the arc of said curve to the right, having a central angle of  $18^{\circ} 09' 16''$ , a radius of 2000.00 feet and a chord which bears North  $65^{\circ} 01' 28''$  East, 631.06 feet to a point for corner in an easterly line of the aforementioned 220.997 acre tract;

THENCE, along said easterly line, South  $14^{\circ} 01' 21''$  East, 274.18 feet to a  $5/8$  inch iron rod found for corner;

THENCE, South  $34^{\circ} 07' 24''$  East, a distance of 480.76 feet to a  $5/8$  inch iron rod found for corner;

THENCE, South  $55^{\circ} 57' 52''$  West, a distance of 963.10 feet to a  $5/8$  inch iron rod found for the beginning of a curve to the left;

THENCE, 39.27 feet in a westerly direction with a curve to the left, having a central angle of  $89^{\circ} 59' 23''$ , a radius of 25.00 feet and a chord which bears South  $10^{\circ} 58' 11''$  West, 35.35 feet to a  $5/8$  inch iron rod found for corner;

THENCE, South  $34^{\circ} 02' 45''$  East, a distance of 658.13 feet to a  $5/8$  inch iron rod found for corner;

THENCE, South  $55^{\circ} 56' 34''$  West, a distance of 100.00 feet to a  $5/8$  inch iron rod found for the most westerly corner of a 0.928 acre tract of record under H.C.C.F. Number J354230;

THENCE, along the westerly line of said 0.928 acre tract, South  $34^{\circ} 03' 10''$  East, a distance of 39.99 feet to a  $5/8$  inch iron rod found for the beginning of a curve;

THENCE, continuing along said westerly line, 316.49 feet in a southerly direction with a curve to the left, having a central angle of  $10^{\circ} 47' 37''$  a radius of 1680.00 feet and a chord which bears South  $39^{\circ} 27' 24''$  East, 316.02 feet to a  $5/8$  inch iron rod found for the point of reverse curvature;

THENCE, continuing along said westerly line, 75.84 feet in a southerly direction with a curve to the right, having a central angle of  $86^{\circ} 54' 19''$ , a radius of 50.00 feet and a chord which bears South  $01^{\circ} 24' 03''$  East, 68.78 feet to a  $5/8$  inch iron rod found in the northwesterly R.O.W. line of the aforementioned Cypresswood Drive;

THENCE, 585.84 feet in a westerly direction with said northwesterly R.O.W. line following the arc of a curve to the left, having a central angle of  $16^{\circ} 22' 25''$ , a radius of 2050.00 feet and a chord which bears South  $33^{\circ} 51' 55''$  West, 583.84 feet to the POINT OF BEGINNING and containing 100.9713 acres of land, SAVE AND EXCEPT a 0.7575 acre tract of record under H.C.C.F. Number J863330, and being all of Director's Lots 1 through 5; a 5.8660 acre tract, of record under Harris County Map Records (H.C.M.R.) Volume 336, Page 81, and H.C.C.F. Number K589894, and being a part of dedicated R.O.W. of Cypress North Loop; and a 5.0056 acre tract, of record under H.C.M.R. Volume 336, Page 81, and H.C.C.F. Number K589894, and being conveyed in fee to Harris County Flood Control District, for a net area of 88.3422 acres, said 0.7575 acre tract, 5.8660 acre tract and 5.0056 acre tract being more particularly described as follows:

5.8660 ACRE  
CYPRESSWOOD NORTH LOOP ROW  
SAVE AND EXCEPT

BEGINNING at a point marking the most northwesterly corner of that certain 4.790 acre tract, of record under Harris County Clerk's File (H.C.C.F.) Number K014015, the most northwesterly corner of that certain 1.008 acre tract of record under H.C.C.F. Number J491953 and the most westerly corner of that certain 8.927 acre tract of record under H.C.C.F. J682254, and being in the southwesterly line of said 220.997 acre tract and in the northwesterly right-of-way (R.O.W.) line of Cypresswood Drive (100.00 feet wide), and in the arc of a curve;

THENCE, departing said northwesterly R.O.W. line, South  $56^{\circ} 56' 12''$  West, 61.87 feet along the line common to said 220.997 acre tract and said 4.790 acre tract to a 5/8 inch iron rod found in the westerly R.O.W. line of Cypresswood North Loop (100.00 feet wide), and in the arc of a curve;

THENCE, departing said common line, along the westerly R.O.W. line of said Cypresswood North loop, 1495.11 feet along the arc of a curve to the left, having a central angle of  $43^{\circ} 55' 48''$ , a radius of 1950.00 feet and a chord which bears North  $12^{\circ} 05' 16''$  West, 1458.76 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE, North  $34^{\circ} 03' 10''$  West, 723.80 feet to a 5/8 inch iron rod found at the beginning of a curve to the left;

THENCE, 39.27 feet along the arc of a curve to the left, having a central angle of  $90^{\circ} 00' 00''$ , a radius of 25.00 feet and a chord which bears North  $79^{\circ} 03' 10''$  West, 35.36 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE, South  $55^{\circ} 56' 50''$  West, 98.58 feet to a 5/8 inch iron rod found for an interior corner of the herein described tract;



515-18-2740

THENCE, North 34° 03' 10" West, 50.00 feet to a 5/8 inch iron rod found in the in the northwesterly line of the aforementioned 100.9713 acre tract, and being in the centerline of proposed Park 45 Boulevard;

THENCE, North 55° 56' 50" East, 347.16 feet along the northwesterly line of said 100.9713 acre tract to a point in the centerline of proposed Park 45 Boulevard;

THENCE, South 34° 03' 10" East, 50.00 feet to a 5/8 inch iron rod found for an interior corner of the herein described tract;

THENCE, South 55° 56' 50" West, 98.58 feet to a 5/8 inch iron rod found at the beginning of a curve to the left;

THENCE, 39.27 feet along the arc of said curve to the left, having a central angle of 90° 00' 00", a radius of 25.00 feet and a chord which bears South 10° 56' 50" West, 35.36 feet to a 5/8 inch iron rod found at the end of a curve;

THENCE, South 34° 03' 10" East, 723.80 feet to a 5/8 inch iron found at the beginning of a curve to the right;

THENCE, 1068.26 feet along the arc of said curve to the right, having a central angle of 29° 51' 25", a radius of 2050.00 feet and a chord which bears South 19° 07' 27" East, 1056.21 feet to a 5/8 inch iron rod found for the beginning of a curve to the left;

THENCE, 239.17 feet along the arc of a curve to the left, having a central angle of 137° 01' 59", a radius of 100.00 feet and a chord which bears South 72° 42' 44" East, 186.10 feet to a 5/8 inch iron rod found in the aforementioned northwesterly R.O.W. line of Cypresswood Drive, and in the arc of a curve to the left;

THENCE, 468.45 feet along said northwesterly R.O.W. line, following the arc of said curve to the left, having a central angle of 13° 05' 34", a radius of 2050.00 feet on a chord which bears South 32° 13' 29" West, 467.43 feet to the POINT OF BEGINNING and containing 5.8660 acres of land.

5.0056 ACRE  
LEMM GULLY FEE STRIP  
SAVE AND EXCEPT TRACT

COMMENCING for reference at a point marking the most northerly corner common to that certain 4.790 acre tract of record under H.C.C.F. Number K014015 and that certain 1.008 acre tract of record under H.C.C.F. Number J491953 and being in the southeasterly line of said 220.997 acre tract and in the northwesterly right-of-way (R.O.W.) line of Cypresswood Drive, 100.00 feet wide, as recorded in H.C.C.F. Number J682254, and in the arc of a curve;

THENCE, departing said northwesterly R.O.W. line of Cypresswood Drive, South  $56^{\circ} 56' 12''$  West, 61.87 feet along the line common to said 220.997 acre tract and said 4.790 acre tract to a 5/8 inch iron rod found in the westerly R.O.W. line of Cypresswood North Loop, 100.00 feet wide and in the arc of a curve;

THENCE, departing said common line, 1495.11 feet along the westerly R.O.W. line of said Cypresswood North Loop, following the arc of a curve to the left, having a central angle of  $43^{\circ} 55' 48''$ , a radius of 1950.00 feet and a chord which bears North  $12^{\circ} 05' 16''$  West; 1458.76 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE, continuing along said proposed westerly R.O.W. line, North  $34^{\circ} 03' 10''$  West, 668.59 feet to the POINT OF BEGINNING and the northeasterly corner of the herein described tract in the easterly R.O.W. line of Lemm Gully, 140.00 feet wide;

THENCE, along said easterly R.O.W. line of proposed Lemm Gully and in a Southerly direction the following courses and distances;

South  $17^{\circ} 04' 42''$  West, 213.97 feet to a point at the beginning of a curve to the left;

102.34 feet along the arc of said curve to the left, having a central angle of  $25^{\circ} 29' 41''$ , a radius of 230.00 feet and a chord which bears South  $04^{\circ} 19' 51''$  West, 101.50 feet to a point at then end of said curve;

South  $08^{\circ} 24' 59''$  East, 810.54 feet to a point at the beginning of a curve to the right;

416.82 feet along the arc of said curve to the right, having a central angle of  $64^{\circ} 32' 48''$ , a radius of 370.00 feet and a chord which bears South  $23^{\circ} 51' 25''$  West, 395.13 feet to a 5/8 inch iron rod found at the end of said curve;

South  $56^{\circ} 07' 49''$  West, 50.00 feet to a point for the most southerly corner of the herein described tract;

THENCE, departing said easterly R.O.W. line of Lemm Gully, North  $33^{\circ} 52' 11''$  West, 140.00 feet to a point in the westerly R.O.W. line of said Lemm Gully;

THENCE, along said westerly R.O.W. line and in a northerly directions the following courses and distances;

North  $56^{\circ} 07' 49''$  East, 50.00 feet to a point at the beginning of a curve to the left;

259.11 feet along the arc of said curve to the left, having a central angle of  $64^{\circ} 32' 48''$ , a radius of 230.00 feet and a chord which bears North  $23^{\circ} 51' 25''$  East, 245.62 feet to a 5/8 inch iron rod found at the end of said curve;

North 08° 24' 59" West, 810.54 feet to a 5/8 inch iron rod found at the beginning of a curve to the right;

164.64 feet along the arc of said curve to the right, having a central angle of 25° 29' 41", a radius of 370.00 feet and a chord which bears North 04° 19' 51" East, 163.28 feet to a 5/8 inch iron rod found at the end of said curve;

North 17° 04' 42" East, 168.09 feet to a 5/8 inch iron rod found for the northwesterly corner of the herein described tract;

THENCE, North 55° 56' 50" East, 98.58 feet to a 5/8 inch iron rod found at the beginning of a curve to the right;

THENCE, 39.27 feet along the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 25.00 feet and a chord which bears South 79° 03' 10" East, 35.36 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE, South 34° 03' 10" East, 55.21 feet to the POINT OF BEGINNING and containing 5.0056 acres of land.

**47.681 ACRE  
SPRING LAKES SECTION 1  
SAVE AND EXCEPT TRACT**

SAVE AND EXCEPT that part of the 47.681 Acre Tract known as Spring Lakes Section 1 as more particularly described in Exhibit "A", which encroaches on Tract II of the Land out of the W. Smith Survey A-706, Mary C. Bulrice Survey A-129, James Richey Survey A-676, Charles Wunsche Survey A-268, Harris County, Texas further described in Exhibit "A" and recorded under Film Code No. 389134 of the Harris County Map Records.

**EXHIBIT "B"**

(continued)

METES AND BOUNDS DESCRIPTION  
TRACT III  
1.858 ACRES  
HARRIS COUNTY, TEXAS

Description of A 1.858-Acre  
(80,940-Square Foot) Tract  
of Land of the James Richey  
Survey, A-676, Harris County, Texas

Being 1.858 acres (80,940-square feet) of land out of the James Richey Survey, A-676, Harris County, Texas and being out of that 104.291-acre tract of land described as "Tract VII" as recorded under Harris County Clerk's File No. J-913420, Film Code No. 008-63-1755. Said 1.858-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING-FOR REFERENCE at a 5/8 inch iron rod set for the point-of-intersection of the westerly right-of-way line of Hardy Toll Road (60 feet wide) with the northerly right-of-way line of Cypresswood Drive as recorded under Harris County Clerk's File No. J-682254, Film Code No. 093-91-0125 and for the southeasterly corner of said "tract VII";

THENCE South 75 deg. 58 min. 14 sec. West with the northerly right-of-way line of said Cypresswood Drive, a distance of 445.10 feet to a 5/8 inch iron rod found for a point of curvature;

THENCE in a westerly direction continuing with the northerly right-of-way line of said Cypresswood Drive and with a curve to the left having a central angle - 03 deg. 52 min. 44 sec., radius - 2175.00 feet, chord bearing - South 74 deg. 01 min. 52 sec. West, chord distance - 147.21 feet for an arc length of 147.24 feet to a point for corner;

THENCE North 34 deg. 08 min. 19 sec. West, a distance of 946.21 feet to a 5/8 inch iron rod set for southeasterly corner and POINT-OF-BEGINNING of said tract herein described.

THENCE South 55 deg. 58 min. 26 sec. West with the northwesterly line of a 13.664 acre tract of land being a "Save and Except" from said 104.291 acre tract as recorded under Harris County Clerk's File No. J-913420, Film Code No. 008-63-1755, a distance of 938.41 feet to a 5/8 inch iron rod set for an interior corner of said tract herein described;

THENCE South 34 deg. 03 min. 10 sec. East with the southwesterly line of said 13.664 acre tract, a distance of 633.16 feet to a 5/8 inch iron rod set for a southeasterly corner of said tract herein described;

THENCE South 56 deg. 04 min. 20 sec. West with a northwesterly line of the residue of said 104.291 acre tract, a distance of 50.00 feet to a 5/8 inch iron rod set for the southwesterly corner of said tract herein described;

THENCE North 34 deg. 03 min. 10 sec. West with a northwesterly line of a 5.014 acre tract of land described as "Tract No. 3" conveyed to Santa Rosa Investors as recorded under Harris County Clerk's File No. H-169197, Film Code No. 196-00-0716, at a distance of 617.19 feet pass the northeasterly corner of said 5.014 acre tract, same being a southeasterly corner of the residue of a 302.529 acre tract of land conveyed to Santa Rosa Investors as recorded under said Harris County Clerk's File No. H-169197, Film Code No. 196-00-0716, and continuing with a southwesterly line of the residue of said 302.529 acre tract for a total distance of 658.06 feet to a 5/8 inch iron rod set for a point-of-curvature;

THENCE in a northwesterly direction with an easterly line of the residue of said 302.529 acre tract, and with a curve to the right having a radius - 25.00 feet; central angle - 90 deg. 01 min. 36 sec., chord bearing - north 10 deg. 57 min. 38 sec. East, chord distance - 35.36 feet for a length of 39.28 feet to a 5/8 inch iron rod found for the point-of tangency;

THENCE North 55 deg. 58 min. 26 sec. East with a southeasterly line of the residue of said 302.529 acre tract a distance of 963.32 feet to a 5/8 inch iron rod found for the northeasterly corner of said tract herein described,

THENCE South 34 deg. 08 min. 17 sec. East with a southwesterly line of the residue of said 104.291 acre tract, a distance of 50.00 feet to the POINT-OF-BEGINNING, and containing 1.858 acres (80,940 square feet) of land.

COUNTY CLERK  
HARRIS COUNTY TEXAS

*Bessie B. Taylor*



OCT 1 0 1997

ANY PERSON DETERMINING THAT THE COPY HEREON IS NOT A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD SHOULD FILE A WRIT OF HABEAS CORPUS IN THE COUNTY OF HARRIS, TEXAS.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that the instrument was filed in file number  
Sequence on the date and at the time stamped hereon by me; and was  
daily RECORDED in the Official Public Records of Real Property of  
Harris County, Texas on

RECEIVED

OCT 24 1997

PCMI

515-18-2745