Consolidated Document

Declaration

Of

Covenants, Conditions and Restrictions

(CC&R)

This document is not intended to replace, substitute, make obsolete or render invalid the documents of record filed with the Clerk of the Court with Montgomery County Texas stating in whole or part the Covenants, Conditions and Restrictions for Oakhurst at Kingwood. This document is provided solely for the purpose of providing consolidated information of the complete text and amendments of Oakhurst at Kingwood Community Covenants, Conditions, Restrictions, and filed and recorded amendments to the original CC&R's.

While this document contains the text of the official CC&R's and amendments, it is the responsibility of the person using this document to confirm the information found within by comparison to the original documents and/or by contacting the management company of Oakhurst at Kingwood for confirmation.

This document and the information herein is provided solely for the purpose of consolidation to be used in online searches to gain information as to the location of the original text within the documents filed and recorded.

All original documents referenced within can found:

1. on the Oakhurst at Kingwood official website at: http://www/oakhurstonline.org/resources.php: or
2. By contacting the Management Company for Oakhurst at Kingwood:
    a. Community Asset Management – http://www.cam-texas.com

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ARTICLE I

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DEFINITIONS

Section 1.

"Association" shall mean and refer to OAKHURST COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2.

"Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3.

"Builder" shall mean and refer to a department of Declarant or any other entity to which Declarant conveys Lots or Commercial Units for the purpose of constructing homes or other permitted structures thereon.

Section 4.

"Commercial Unit" and "Commercial Units" shall include all land areas and reserves other than Lots Common Open Areas, and the Golf Course, and any additional land areas and reserves other than Lots, Common Open Areas, and Golf Course acreage that may thereafter be brought within the jurisdiction of the Association. Each Commercial Unit shall contain 10,000 square feet of commercial land or 20,000 square feet of multi-family land and shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 5.

"Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and guests.

Section 6.

"Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot or Commercial Unit from one Owner to another.

Section 7.

"Golf Course" shall refer to all of the golf course in the Property, and all future golf course property that may thereafter be brought within the jurisdiction of the Association. The Golf Course shall be assessed at the rate of ten (10) equivalent single lot assessments for purposes of membership, voting rights and assessment in and by the Association.

Section 8.

"Lot" and "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Property upon which there has been or may be constructed a single-family residence.

Section 9.

"Declarant" shall mean and refer to Lennar Homes of Texas Land and Construction, Ltd., d/b/a Friendswood Development Company, a Texas limited partnership, successor by assignment from Nauru Phosphate Royalties (Texas), Inc. a Texas corporation; and its successors and assigns.

Section 10.

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Montgomery County, Texas, as the same may be amended from time to time therein provided.

Section 11.

"Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot or Commercial Unit.

Section 12.

"Member" shall mean and refer to those persons entitled to membership as provided in Article IV, Section 1. of this Declaration.

Section 13.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14.

"Property" shall mean and refer to all of Bentwood Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Cabinet G, Sheets 138A through 141A of the Map Records of Montgomery County, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15.

"Transfer" shall mean and refer to the transfer of the surface estate of a Lot or Commercial Unit from one legal entity to any department thereof or to another legal entity whether or not the owner of record changes.

RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION

Section 1. Incorporation of Plat.

The subdivision plat of Bentwood Section One, dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot or Commercial Unit within the Property.

Section 2. Reservation of Minerals.

The Property, and any future land made subject to this Declaration, is hereby-subjected to the following reservation and exception: All oil, gas and other minerals in, on and under the herein above described Property are hereby excepted or reserved by predecessor or predecessors in title of Declarant and which exception is made in favor of present owner or owners or owners of such minerals as their interests may appear of record.

Section 3. Condemnation.

If all of any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary}, the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding.

ARTICLE III

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PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every Lot and Commercial Unit Owner who resides on the Properly shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot or Commercial Unit, subject to the following provisions:

a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;
b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal properly on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of this subsection and to assess the cost of such removal against the Owner responsible. Such cost shall be an additional assessment as hereinafter provided for;
c) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots or Commercial Units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than fifteen (15) years after conveyance of the Common Open Areas within the Property to the Association, provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;
d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;
e) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facilities owned by the Association; and
f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment or any maintenance charge assessment against a Lot or Commercial Unit and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

Section 2. Delegation of Use.

Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling or commercial structure.

Section 3. Waiver of Use.

No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot or Commercial Unit owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot or Commercial Unit.

ARTICLE IV

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MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Each person or entity who is a record Owner of any of the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 2. Voting Classes.

The Association shall initially have two classes of voting membership:

a) Class A.
   i. Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot, equivalent Lot, or Commercial Unit owned. When more than one person holds an interest in any Lot or Commercial Unit, all such persons shall be members. The vote of such Lot or Commercial Unit shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot or Commercial Unit owned.
b) Class B.
   i. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Commercial Unit owned. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:
      a. the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
      b. January 1, 2024.

ARTICLE V

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot or Commercial Unit owned within the Property, hereby covenants, and Owner of any Lot or Commercial Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

a) annual assessments or charges; and
b) additional assessments as herein provided; and
c) special assessments which are to be established and collected as hereinafter provided.

The annual, additional, and special assessments, together with interest, late fees, penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual lien upon the Lot or Commercial Unit against which each such assessment is made. Each such assessment, together with interest, late fees, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot or Commercial Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purposes of Assessment.

The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas including the improvements and landscaping thereon.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment shall be $450.00 per Lot or Commercial Unit.

a) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).
b) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of two-thirds (213) of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of

two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 5. Rate of Assessment.

All Lots and Commercial Units within the Property shall commence to bear their applicable assessments simultaneously, and improved Lots and Commercial Units owned by the Declarant are not exempt from assessment. Lots or Commercial Units which are owned by or transferred to a Builder or which are occupied by residents and improved Lots or Commercial Units owned by Declarant shall each be subject to an annual assessment as determined by the Board of Directors pursuant to the terms of this Declaration. Unimproved Lots or Commercial Units which are owned by Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots or Commercial Units owned by other than Declarant are not sufficient to meet the operating budget of the Association. As used herein, the term "improved Lot" or "improved Commercial Unit" shall mean a Lot or Commercial Unit on which a residential dwelling or commercial structure has been constructed and is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by the City of Houston, Texas (to the extent that such Certificate of Occupancy is required by prevailing law). A Lot or Commercial Unit assessment shall be assessed against a builder, instead of Declarant when a Lot or Commercial Unit is made available for improvement by said Builder and there is written confirmation, reservation, or conveyance of said Lot or Commercial Unit by Declarant in favor of Builder. As used in this Section 5, the term "Declarant" shall be construed to mean only Lennar Homes of Texas Land and Construction, Ltd., d/b/a/ Friendswood Development Company, and it successors and assigns, acting in their capacity as land developers; and a Lot or Commercial Unit owned, reserved, or held by a home building division or any commercial construction division of Declarant shall be subject to full assessment as provided herein.

Section 6. Creation of Parcel Assessment.

There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots within particular parcels of the Properties for whose benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a respective Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one Parcel do not need to be equal to Parcel Assessments established in another Parcel. Parcel Assessments shall be collectable and enforceable in the same manner as all other assessments hereunder.

Section 7. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Lots or Commercial Units on the first day of the month following the conveyance of a Lot or Commercial Unit to an Owner or a transfer of any Lot or Commercial Unit owned by Declarant to a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Commercial Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether or not the assessments on a specified Lot or Commercial Unit have been paid.

Section 8. Effect of Nonpayment of Assessments.

Remedies of the Association. The annual maintenance charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any annual maintenance charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent annual maintenance charge. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the annual maintenance charge, additional assessments, special assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interests, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County Clerk of Montgomery County, Texas of an affidavit, duly executed, and acknowledged by an officer or authorized agent of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapters 51 and 209 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to lime serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any lime and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Montgomery County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapters 51 and 209 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale

shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 9. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Commercial Unit from liability of any assessments which thereafter become due or from the lien thereof.

Section 10. Exempt Properties.

Any portion of the Property dedicated to and accepted by a local public authority, shall be exempt from the assessments created herein. Local public authorities include Montgomery County, the City of Houston, Montgomery County Municipal Utility Districts No. 83 and 84, New Caney Independent School District, and like public authorities. Non-profit organizations such as churches and private schools are not exempt from said assessments. Further, no land or improvements devoted to residential dwelling or commercial use shall be exempt from said assessments.

Policy: **COLLECTION/PAYMENT PLAN POLICY**

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1. Invoice Coupon and Record Address.
    a. On or before December 1 of each year, the Board shall cause to be mailed to each owner of a lot in the community for which payment of the annual assessment is due, an invoice coupon ("Invoice Coupon") setting forth the annual assessment amount. The Invoice Coupon shall be sent to the owner by regular U.S. First-Class Mail. The Invoice Coupon and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the owner, or to such other address as may be designated by the owner in writing to the Association. The fact that the Association or its management company may have received a personal check from an owner reflecting an address for the owner which is different from the owner's address as shown on the records of the Association is not sufficient notice of a change of address for the Association to change its records regarding such owner's address.
2. Assessment Due Date.
    a. All annual assessments shall be due and payable in advance on or before January 1. It is the responsibility of the owner to ensure and verify that payments are received by the Association on or before such date, and the Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by January 1.
3. Delinquent Balances.
    a. If payment of the total assessment and any other charges which may be due is not received by the Association on or before January 1, the account shall be delinquent. If an owner defaults in paying the entire sum owing against the owner's property on or before January 31, the owner shall be charged interest at the lesser of the rate of 18% per annum or the maximum legal rate of interest then prevailing, computed from January 1, regardless of whether any demand letter has been sent to the owner. Further, owners who remain delinquent after January 31 shall be subject to the following collection procedures, which may be modified on a case-by-case basis by the Board as circumstances warrant:

i. Past Due Reminder: The past due reminder is mailed to each property owner that has not paid their account balance in full prior to the due date established in the restrictions.
ii. Delinquency Notice: The delinquency notice will be mailed to each property owner that has not paid their account balance in full by the delinquency date established in the restrictions. This invoice will include the amount due shown in the original invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company.
iii. Lien Assessment Notice: The lien assessment invoice notifies the owner a lien will be assessed if payment is not made by the due date or a payment plan is not established. The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.
iv. Lien Assessment: A lien will be established if the account balance is not paid in full by the due date from the last prior notice or a payment plan entered into. The property owner will be notified that a lien is being established. The related invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company and the cost for establishing and recording the lien and releasing and recording the lien release.
v. Final Notice before Legal Action: The final notice before legal action invoice will be mailed to owners via certified and regular mail. It provides notification that the account balance must be paid in full with 30 days or the account will be sent to an attorney. The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.
vi. Remedies for Non-Payment. If the delinquent balance is not paid in full or if a hearing is not requested in writing within 30 days of receipt of the Final Notice before Legal Action, the Association may suspend the owner's right to use the common area, as well as suspending any services provided by the Association to the owner or the owner's lot. Further, the Association will forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one or more demand letters to the delinquent owner as deemed appropriate. If the owner does not satisfy the assessment delinquency pursuant to the attorney's demand letter(s), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association's legal remedies to obtain payment of the delinquent balance, including pursuing a suit against the owner personally and/or pursuing a foreclosure action against the applicable property.

vii. Lien Release: The lien will be released by association when payment in full is received from the property owner. A copy of the recorded lien form will be mailed to the property owner following receipt from the County Clerk.

4. ENFORCEMENT COSTS
    a. All costs incurred by the Association as a result of an owner's failure to pay assessments and other charges when due (including any attorneys' fees and costs incurred) will be charged against the owner's assessment account and shall be collectible in the same manner as a delinquent assessment.
5. DISCRETIONARY AUTHORITY
    a. The Association shall make payment agreements available to an owner upon the terms and conditions set forth herein. The Association may require that the request for a payment agreement be in writing. All payment agreements must be in writing and signed by the owner. The Board has approved a payment agreement for a term of 3 months. Payment agreements for a longer term require Board approval and the Board shall determine the appropriate term of the payment agreement in its sole discretion. As long as the owner is not in default under the terms of the payment agreement, the owner shall not accrue additional monetary expenses. However, the owner shall be responsible for all interest which accrues during the term thereof, as well as being responsible for the costs of administering the payment agreement. If the owner defaults under the payment agreement, the account will immediately be turned over to the attorney without any further notice to the owner. The Association shall not be required to enter into a payment agreement with an owner who failed to honor the terms of a previous payment agreement during the 2 years following the owner's default under the previous payment agreement.
6. PAYMENTS AND APPLICATION OF FUN
    a. Partial Payments-Partial payments will not prevent the accrual of interest on the unpaid portion of the assessment. Unless an owner is making a timely payment under a payment agreement as provided for herein, an owner will still be considered delinquent upon making a partial payment.
    b. Owner Not In Default Under Payment Agreement-If at the time the Association receives a payment from an owner, the owner is not in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: any delinquent assessment, any current assessment, any attorneys' fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge which could provide the basis for foreclosure, any attorneys' fees incurred by the Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.
    c. Owner In Default Under Payment Agreement-If at the time the Association receives a payment from an owner, the owner is in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: interest, attorneys' fees, and other costs of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.

7. BANKRUPTCY
    a. In the event a delinquent owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's assessment account.
8. RETURNED CHECKS
    a. At the election of the Association, an owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the owner's assessment account. A notice of the returned check and the fee will be sent to the owner by the Association's management company. If two or more of an owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all of the owner's future payments for a period of two years be made by cashier's check or money order.
9. OWNER'S AGENT OR REPRESENTATIVE
    a. If the owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative pursuant to the Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

Policy: **OVERNIGHT PARKING POLICY AND RESOLUTION Part (b)**

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a) Violations will be noted by a Montgomery County Deputy Sherriff who provides patrol services in the Subdivision. Upon determining the existence of an initial violation, notice will be sent to the applicable Owner. Upon determining the existence of a second violation, a final notice will be sent to the applicable Owner. Upon determining the existence of a third violation, the Association shall provide written notice to the Owner by certified mail, return receipt requested. The notice shall:
    i. describe the violation that is the basis for the fine; and
    ii. inform the Owner that the Owner:
        1. is entitled to a reasonable period to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months; and
        2. may request a hearing before the Board of Directors on or before the thirtieth (30th) day after the date the Owner receives the notice.
    iii. An Owner's request for a hearing before the Board of Directors must be submitted in writing. If a timely request for a hearing is submitted in writing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing. The Association shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing.
    iv. An Owner's request for a hearing will not prevent the imposition of a fine for an ongoing or recurring violation of the Declaration so long as the Owner is provided notice and a reasonable period to cure the violation and avoid the fine, as provided above.
    v. For a third violation of the Declaration and each violation thereafter, the fine shall be $250.00.
    vi. In addition to the imposition of fines, the Association shall have all other rights and remedies provided in the Declaration or at law with regard to noncompliance with the provisions of the Declaration. Fines shall be in addition to, not in lieu of, such other remedies.

ARTICLE VI

Original Legal Document

ARCHITECTURAL CONTROL

Section 1. Architectural Approval.

The overall plan for the development of the various areas and sections which make up Oakhurst contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. Declarant shall initially appoint an Architectural Review Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by Declarant; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to or designate a representative with like authority. Declarant retains the exclusive right to review and approve or disapprove all plans and specifications for original construction of the Property.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properly, nor shall any exterior addition to or change or alternation to such structure or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or Commercial Unit or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

Declarant hereby reserves and retains the right at its option to assign in whole or in part, its rights hereinabove set forth to an Architectural Review Committee appointed by the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Montgomery County, Texas.

Section 2. No Liability.

Neither Declarant, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot or Commercial Unit affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and

approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for the material used, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners, nor for ensuring that the improvements are fit for their intended purpose.

Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a builder; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in the By-Laws.

Section 3. Notice of Noncompliance.

Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, and completion of construction of the improvement in accordance with the building permit, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or non-completion, executed by the Architectural Review Committee, or Its designated representative, shall appear of record in the office of. the County Clerk and Recorder of Montgomery County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations.

The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 5. Variances.

The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in Article IX, Sections 16, 17, 18, 22, 23, and 25 of this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the Architectural Control Committee as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

ARTICLE VII

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DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers.

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.
e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of two (2) years, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association with or without cause upon thirty (30) days' written notice.
g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Open Areas, greenbelt buffers, parks and fencing and walls located on portions of Lots or Commercial Units.

ARTICLE VIII

Original Legal Document

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligations of Owners.

a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.
b) Each Owner may directly render for taxation Owner's Lot or Commercial Unit and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot or Commercial Unit.

Section 2. Obligation of the Association.

a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.
b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.
c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive general liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is reasonably available) from and against liability in connection with the Common Open Areas.
d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

ARTICLE IX

Original Legal Document

RESTRICTIONS OF USE

Section 1. Single Family Residential Construction.

Subject to Sections 2 and 11 of this Article, each Lot shall be used only for single-family residence purposes. No building shall be erected, altered or permitted to remain on any Lot other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined in this Declaration or that may appear on any recorded plat or re-plat approved by Declarant or its assignee.

Section 2. Prohibition of Offensive or Commercial Use.

No activity which may be or become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

Addendum: **Garage Sales.**

a) Garage Sales shall constitute a “commercial activity” and are strictly prohibited except those which are sponsored or supported by the Association. In such event, the garage sale shall be conducted subject to the rules and regulations outlined by the Association.

Section 3. Minimum Square Footage.

The living area of the main residential structure for Lots, exclusive of porches and garage, shall not be less than 1,200 square feet. Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

Section 4. Building Materials.

The predominant exterior materials of the main residential structure, garage, ancillary buildings or other structures, whether attached or detached, shall be masonry, stucco, stone, wood, or fiber-cement ("Hardiplank"). No single-family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other openings of any structure used by Declarant or a Builder during the completion and sale of all construction of this subdivision.

Section 5. Location of improvements Upon the Lots.

No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building or other improvements on a Lot shall be located nearer than five feet (5') to an interior lot line. Declarant shall have the right to modify these setback criteria for any additional land annexed into ·the Association and made subject to this Declaration, and

Declarant shall establish building setback criteria for uses other than single-family residential on a case-by-case basis.

Section 6. Deviations.

Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that Jot only.

Section 7. Composite Building Sites.

Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block on the recorded plat of Bentwood Section One. Any revision of lot sizes is subject to all applicable regulations and laws for the State of Texas, the county of Montgomery, the city of Houston.

Section 8. Utility Easement.

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

Section 9. Electrical Distribution Service.

An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. In the event that there are constructed within the Property structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner or developer, shall, at its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowner’s reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner and developer thereof, shall at 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 this service is maintained in the Property, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current. Easements for the underground service may be crossed

by driveways and walkways provided the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other paving, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Lot Owner located on the land covered by such easements.

Section 10. Rights of Entergy Texas Inc., formerly known as Gulf States Utilities Company.

Declarant has arranged for Entergy Texas, Inc. (Entergy) to install an electric distribution system providing residential services in all the Subdivision which may include street lighting and for such purposes has granted Entergy shall in all events remain the sole property of Entergy. In connection with such utility services, the following restrictions and covenants are imposed and shall be binding and enforceable as to each and all lots in the Subdivision:

a) Entergy shall have an easement along, over, and across each lot for the purpose of installing, constructing, maintaining, repairing, inspecting, replacing, removing, and operating its underground electric service drop, if Entergy elects to furnish, and appurtenant facilities for residential services to such Lot, the location of which shall be where such drop is originally placed by Entergy in its discretion.
b) Entergy shall be granted reasonable access for the purpose of enjoying such easement rights and all facilities installed by Entergy shall remain its sole property. Entergy shall have the right, but no obligation, to keep such easements clear of trees, bushes and other growths or any hazards to its facilities, including the right to trim, cut or remove same without liability therefor.
c) The facilities of Entergy shall not be disturbed or damaged and the areas over Entergy's facilities shall be kept free of excavations, structures, trees and other obstructions.
d) The locked rotor current of any motor or other equipment connected to Entergy's service shall be limited in accordance with applicable safety codes and the standard service practices of Entergy.
e) Residential and street lighting service in the Subdivision shall be provided subject to Entergy's general terms and conditions and charged for in accordance with applicable rate schedules, Entergy having the right in all events to change the terms, conditions, and rate applicable to such class of service from time to time and at any time.
f) After Declarant's responsibility (if any) for the cost of street lighting service ceases, the Owner of each Lot, and all successors in title thereto, shall be liable for and shall pay an amount reasonably allocated to such Lot by Entergy based upon the going rate for such service, as may be provided in Entergy's specific rate schedule for such service, and in superseding rate schedules, except during any period that full responsibility for such lighting and payment for such facilities and energy consumed thereby is assumed and paid to Entergy by a municipality or other governmental body.

Section 11. Audio and Video Communication Service.

Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and rights-of ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision. In the event that audio and video communication services and facilities are made available to any Lot by means of an underground cable system, there is hereby reserved to the company furnishing such services and facilities a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by the

company furnishing the service from the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 12. Temporary Structures.

No structures of temporary character, nor any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of homes and construction of other improvements on the Property.

Addendum: **Gazebos and Canopies:**

a) All free standing Temporary Canopies and Gazebos shall be limited to a height of eight (8) feet and an area of no greater than one hundred (100) square feet and must be approved in accordance with Article VI, Section 1 of the Declarations. The standard, type, quality and color of materials used in the construction of the Temporary Canopies and Gazebos shall be approved on a case by case basis with consideration given to the architectural harmony with the existing house. All submissions will be accompanied by a color photo of the house. They shall not be placed nearer than ten (10) feet to the rear property line, and shall meet the side setback criteria of not closer than five (5') to the side property line as modified for future land annexed into the Association. Due to the temporary nature of these structures the ARC approval will expire on the 1st day of October requiring their removal and they may be reinstalled on the 1st day of May the following year.

Section 13. Outbuildings.

Outbuildings, whether temporary or permanent, used for accessory, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration. The standard, type, quality and color of materials used in the construction of gazebos, storage structures, shade and other structures shall be harmonious with those of the main residence. Metal siding or roofing shall not be permitted. Outbuildings may not be placed nearer than ten (10) feet to the rear property line, and shall meet the side lot setback criteria set forth in Article IX, Section 5 of this Declaration, as modified for future land annexed into the Association and made subject to this Declaration.

Section 14. Play Structures.

Free-standing play structures such as playhouses, play forts and swing sets shall be permitted in back yards, subject to the area and setback limitations of Section 13 and a maximum height of eight feet (8'). All play structures are subject to approval by the ARC. Tents or awnings on play structures are subject to the same height restrictions. Multi-color awnings shall not be permitted. Notwithstanding the height limitations, permanently installed basketball goals may be regulation height. Portable basketball goals may be placed in, or adjacent to, Owner's driveways for a period not to exceed twenty-four (24) consecutive hours. Portable basketball goals must be stored out of view from any street in the subdivision when not in use. Portable basketball goals may not be utilized within any common area or public right of way (including greenbelts, sidewalks, streets or cul-de-sacs).

Section 15. Animal Husbandry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained

for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot.

Section 16. Walls. Fences and Hedges.

a) All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Architectural Review Committee.
b) No wall, fence, planter or hedge in excess of two feel (2') in height shall be erected or maintained on a side lot line forward of point located three feet (3') back from the front exterior corners of the main residential structure located on a Lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.
c) No wall, fence, or hedge in excess of six feet (6') in height shall be erected and maintained on a side lot line from a point located three feet (back from the front exterior comer of the main residential structure, backward to the rear property line on a Lot.
d) On corner lots, side yard fences must be set back from the side property line one-half (%) of the side building line setback shown on the plat.
e) Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the ARC.
f) Ornamental steel fencing is required on lots adjacent to the golf course. Ornamental steel fencing must be used along all rear yards and partially on side property lines (last 14 feet from rear property line). The ornamental steel fence shall be six (6') in height and shall transition to the six foot (6') high wooden fence. Gates are not permitted for access to the golf course. Quality and finish shall be equivalent to original construction.
g) Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the Architectural Review Committee prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

Section 17. Antennas.

Satellite dish antennas which are forty inches (40") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided that they are installed in conformance with the Architectural Guidelines adopted by the Board. Satellite dish antennas which are greater than forty inches in diameter and other antennas are prohibited.

Policy: **INSTALLATION OF SATELLITE DISHES AND ANNTENNAS**

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a. Dish antennas of one meter (39.37 inches) or less in diameter may be installed on the owner's home. If possible, these dishes are to be located so as not to be seen from fronting streets. The preferred location is in the rear of the home and below the roof's peak. Dish antennas may not be installed in the common area or on any part of the adjacent property.
b. The Association prefers that the antenna/dish be placed on the owner's property in the following locations, listed in the order in which they should be replaced:
    i. On the back of the house below the roof peak so as to not be readily visible from the street; or
    ii. In the back yard of the house so as to not be readily visible from the street.
    iii. See drawing for side roof mount. (in original document)
    iv. The front of the house, or an area visible from the street, shall not be used for a dish/antenna location unless it is the only place an acceptable quality signal can be achieved. A signal test shall be submitted of the dish/antenna; the owner gives the Association permission to enter

upon the owner's property no less than 3 days' notice to the Owner to conduct signal testing of the placement preference locations listed herein without any liability to Owner for trespass.

c. If it is determined by a signal test that the Owner should have complied with the placement preference stated above because the alternative placement has an acceptable signal, then the Association, in its sole direction, can choose to impose a fine as allowed by its dedicatory instruments and the Texas Property Code.
d. The antenna/dish shall be maintained in good repair.
e. Permitted satellite dishes should only be installed by a qualified person or company and in a manner which complies with all applicable codes, safety ordinances, city and state laws and regulations, and any manufacturer instructions.
f. Any satellite dish/antenna not covered by the FCC "Open-Air Radio Reception Devices Rule" is strictly prohibited without prior approval.
g. If any provision of these rules is determined to be invalid, the remainder of these rules shall remain in full force and effect.

Section 18. Visual Screening.

All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

All stack vents and attic ventilators shall be located on the rear roof slopes perpendicular to the ground plane. They shall be placed in a location least visible from public areas and adjoining property.

Section 19. Visual Obstructions at the Intersections of Public Streets.

No object or thing which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five feet (25') from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 20. Lot and Parcel Maintenance.

All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall eradicate all weeds and keep all grass thereon cut, neatly maintained, and regularly fertilized. Owner, at all times, shall be responsible for prompt removal and replacement of dead or dying trees, bushes and bedding plants. In no event shall owner use, or allow any Lot be used, for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

Section 21. Storage of Automobiles, Boats. Trailers, Other Vehicles and Equipment.

Except as otherwise specifically provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any street in the Subdivision or any neighboring Lot other than a passenger vehicle or light truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license

plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and the term "light truck" is limited to a one (1) ton capacity pickup truck, sports utility vehicle, or van which has not been adapted or modified for commercial use. Such commercial modifications may include, but is not limited to, business signage on the vehicle. No passenger vehicle or light truck owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Subdivision. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the Subdivision overnight or on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours. Motorcycles, bicycles, A TV's or other such vehicles, together with lawn mowers, lawn tractors and similar equipment, must be stored out of view from any street in the subdivision when not in use.

Policy: **OVERNIGHT PARKING POLICY AND RESOLUTION part (a)**

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a) As used herein, a vehicle is parked "overnight" on a street if the vehicle is parked on a street in the Subdivision for a period of one (1) hour or longer after the hour of 1 :00 a. m. and before the hour of 6:00 a.m. on any day of the week.

Section 22. Signs. Advertisements and Billboards.

No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot or Common Open Areas except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent, and except signs used by Declarant or a Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot or Common Open Areas, in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. The Architectural Guidelines approved by the Board may permit school spirit or security signs subject to the conditions relating to size and period of display as contained in the guidelines and subject to obtaining the Architectural Committee's prior written approval.

Section 23. Removal of Soil and Trees.

The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Declarant or the Association, given in their sole discretion.

Section 24. Roofing Material.

Roofing materials may include composition shingles having a minimum warranty period of 25 years. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type or classification roofing material shall be permitted only at the sole discretion of the Declarant or its assigns upon written request.

Policy: **RESOLUTION AND GUIDELINES REGARDING ROOFING MATERIALS**

Original Legal Document

a) Subject to written approval from the Architectural Review Committee ("ARC"), an owner may install shingles on the roof of the owner's property that:
    i. are designed primarily to:
        1. be wind and hail resistant;
        2. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or

3. provide solar generation capabilities; and

ii. when installed:

1. resemble the shingles used or otherwise authorized for use on property in the subdivision;
2. are more durable than and are of equal or superior quality to the shingles described by paragraph (i).
3. match the aesthetics of the property surrounding the owner's property.

b) These guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202. 011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Section 25. Landscaping.

a) The landscaping plan for each Lot shall be submitted to the Architectural Review committee for approval pursuant to the provisions of Article VI.
b) All front and side yards of each Lot shall, unless otherwise approved by the Architectural Review Committee, be sodded with grass.
c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the issuance of a certificate of occupancy for the residential dwelling situated thereon.
d) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, whose determination shall be final, conclusive and binding on all Owners.
e) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot.
f) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot if visible from any street.
g) The Architectural Review Committee may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lat.
h) No Owner shall allow the grass on this Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.
i) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The Architectural Review Committee shall have the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.
j) Each Owner shall be responsible for maintaining and replacing, if needed, the front yard and street trees, in accordance with the Architectural Control Guidelines. The Owner of each Lot shall plant and maintain grass between the boundary of their Lot and the paved right of way adjacent to their Lot.

Policy: **REGULATION OF RAIN BARRELS AND HARVESTING DEVICES**
Original Legal Document

a) Rainwater Harvesting
    i. This policy does not require the Architectural Review Committee ("ARC") to permit a rain barrel or rainwater harvesting system ("rainwater recovery systems") to be installed in or on property if:
        a. the property is:
            1. owned by the Association;
            2. owned in common by the members of the Association; or
            3. located between the front of the property owner's home and an adjoining or adjacent street; or
        b. the barrel or system:
            1. is of a color other than a color consistent with the color scheme of the property owner's home; or
            2. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
    ii. The ARC shall regulate the size, type, and shielding of, and the materials used in the construction of a rain · barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or an any other location that is visible from a street, another lot, or a common area so long as:
        a. it does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
        b. there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.
    iii. All rainwater harvesting devices and their related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.
b) These guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.007 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Section 26. Mail Delivery Receptacles.

The ARC reserves the right to approve the type, design and installation of any mail delivery boxes or mail deposit receptacles.

Section 27. Enforcement.

In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, and such default continuing after ten (10) days' written notice thereof, the Declarant or the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. Such charge shall become and additional assessment in accordance with Article V, Section 1 (b) of these restrictions.

Policy: **FLAG POLES.**
Original Legal Document

a) CATEGORY 1: HOUSE OR GARAGE MOUNTED FLAGPOLES

i. Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

b) CATEGORY 2: GROUND MOUNTED FLAGPOLES

i. Flagpoles longer than six (6) feet must mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-ground flagpoles must be in compliance with applicable easements, setbacks and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

ii. If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, et. seq.) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

iii. The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent hi-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

c) MINIMUM CONDITIONS

i. In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

ii. The proposed location of the flagpole must be submitted to the Association's Architectural Review Committee for prior written approval.

iii. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be display at any one (1) time.

iv. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.

v. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Review Committee for prior written approval.

vi. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or tom; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.

vii. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.

viii. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements any setbacks of record) and manufacturer's instructions.

ix. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

d) These guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Policy: **RESOLUTION AND GUIDELINES REGARDING REGULATION OF SOLAR ENERGY DEVICES**

Original Legal Document

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

a) CATEGORY 1: ROOF MOUNTED SOLAR ENERGY DEVICE

i. The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage street or adjoining streets and must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.

b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.

c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

b) CATEGORY 2: NON-ROOF MOUNTED SOLAR ENERGY DEVICE

i. The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.

b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

c) MINIMUM CONDITIONS

i. In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:
    a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Review Committee for prior written approval. The Association's Architectural Review Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.
    b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.
    c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.
    d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.
    e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.

d) These guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.010 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Policy: **RESOLUTION AND GUIDELINES REGARDING REGULATION OF DISPLAY OF CERTAIN RELIGIOUS ITEMS**

Original Legal Document

a) DEFINITIONS
    i. "Religious items" shall be defined as any items which may be construed to reflect an owner's sincere religious beliefs.
b) POLICY
    i. An owner or resident may display a religious item by affixing it to the entry of the owner's or resident's dwelling which is motivated by the owner's or resident's sincere religious belief.
    ii. The owner or resident shall not display or affix a religious item on the entry to the owner's or resident's dwelling that:
        i. threatens the public health or safety;
        ii. violates a law;
        iii. contains language, graphics, or any display that is patently offensive to a passerby;
        iv. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or

v. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than twenty (25) square inches.

iii. The policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame without written approval from the Architectural Review Committee ("ARC").

iv. The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.

v. The ARC shall determine if the religious item is in violation of either sections "2a" through "2e" above or section "4" above.

c) These guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.018 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

ARTICLE X

Original Legal Document

GOLF COURSE PROVISIONS

Section 1. Golf Course Ownership.

Declarant does not own, manage or control the operation of existing golf course in (the "Golf Course"), and can make no representations or warranties that the Golf Course will continue operation as a commercial golf course in perpetuity.

Section 2. Golf Course Play.

Declarant, for itself and each and every subsequent Lot owner in the Property, hereby acknowledge and agree that the existence of the Golf Course is beneficial and highly desirable; however, each such owner acknowledges and agrees that portions of the Property located adjacent to and/or in the proximity of the Golf Course are subject to risk of damage or injury due to errant golf balls. Declarant, for itself and subsequent Lot owners within the Property, their successors and assigns, hereby, waives, relinquishes, discharges and covenants not to sue with respect to any claim related to, assumes the risk of damage and injury arising from, and hereby releases the owners of the Golf Course and its respective successors and assigns, from any and all liability, other than gross negligence, for damage or injury caused by errant golf balls flying, landing, hitting or resting in or around the Property. The above waiver, covenant, and release shall not be construed to extend to the release of the golfer who actually hits an errant golf ball.

Section 3. Fencing Restrictions.

No lot owner shall construct a fence along or next to the boundary lines between themselves and the Golf Course except in compliance with the approved fence specifications.

Section 4. Golf Course View Impairment.

Neither the Declarant nor the owners of the Golf Course guarantee or represent that any view over and across the Golf Course from the Property will be preserved without impairment. The owners of the Golf Course shall have no obligation to prune or thin threes or other landscaping, and shall have the right, in its sole and absolute discretion to add or remove trees and other landscaping to the Golf Course, as well as to construct safety or security-related improvements such as fences and screens from time to time. In addition, the owners of the Golf Course may, in their sole and absolute discretion, change the location, configuration, size and elevation of trees, bunkers, fairways and greens, or holes on the golf course from time to time. Any such additions, improvements or changes to the golf course may diminish or obstruct views from the Property. Declarant and all property owners within the Property expressly acknowledge and agree that there shall be no express or implied easements for view purposes or for the passage of light and air for the benefit of the Property.

Section 5. Access to Golf Course.

Lot owners adjacent to the Golf Course shall have no right of vehicular or pedestrian access to the Golf Course, including without limitation no access for the right of jogging or other exercise activities.

Section 6. Interference with Golf Course.

Lot Owners adjacent to the Golf Course, as well as their families, guests and pets, shall refrain from actions which would distract from the golf play on the Golf Course.

Section 7. No Rights to Golf Course.

Lot Owners shall not have any proprietary rights, equity rights, rights of first refusal, prescriptive easements, or property rights of any nature in the Golf Course.

Section 8. General Provisions.

Declarant, itself and each and every subsequent Lot owner in the Property, hereby acknowledge that Golf Course may be irrigated with effluent water and waive any cause of action for such use.

Section 9. Term.

These provisions shall be in full force and effect as long as the Golf Course Property continues to operate the golf course property as a golf course.

ARTICLE XI

Original Legal Document

SECURITY

The Association, its directors, officers, manager, employees, agents and attorneys and Declarant, (“Association and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Property. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to residential dwellings and to the contents of their residential dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises or other security systems recommended or installed or any security measures undertaken within the Property.

ARTICLE XII

Original Legal Document

GENERAL PROVISIONS

Section 1. Enforcement.

These Restrictions shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the restrictions or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by these restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the restrictions, the Declarant, the Association, each Owner or occupant of a Lot, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

Section 2. Severability.

Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Duration: Amendment.

The provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from this date, after which time they shall be automatically extended for successive periods often (10) years.

This Declaration may be amended during the first twenty-five-year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (213) of the votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty (50%) percent of the votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

a) Any amendment hereto affecting any of the following shall require the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):
    a. voting;
    b. reserves for maintenance of the Property;
    c. insurance or fidelity bonds;
    d. rights to use of the Common Open Areas;
    e. responsibility for maintenance of the Common Open Areas;
    f. addition to or withdrawal of a portion of Common Open Areas;

g. sale of Common Open Areas to permit subdivision into Lots or Commercial Units;
h. imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Lot or Commercial Unit; and
i. any provisions which are for the express benefit of First Mortgagees, or eligible insurers or guarantors of first mortgages on Lots or Commercial Units. All amendments shall be recorded in the Official Public Records of Real Property of Montgomery County, Texas. Deeds of conveyance of Lots or Commercial Units or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

b) The Declarant reserves the right during the Development Period, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

Section 4. Books and Records.

The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member for any proper purpose. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Policy: **Policy Regarding Records Retention, Inspection & Production**

Original Legal Document

RECORDS RETENTION:

a) Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
b) Financial books and records shall be retained for seven (7) years;
c) Account records of current owners shall be retained for five (5) years;
d) Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
e) Minutes of meetings of the Owners and the Board shall be retained for seven (7) years
f) Tax returns and audit records shall be retained for seven (7) years.
g) Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
h) Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
i) Decisions of the Architectural Review Committee (ARC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

RECORDS INSPECTION & PRODUCTION:

a) An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the

Association, provided that such Owner or designated agent submit a written request by certified mail. return receipt requested to the Association or the Association's authorized representative at the address as reflected in the Association's most recent management certificate, which contains sufficient detail to identify the records being requested. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

b) The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.

c) The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that:
    a. informs the requestor that the Association is unable to produce the information before the 10th business day; and
    b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.

d) If an inspection is requested, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the owner.

e) Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), information relating to an employee of the Association, including personnel files, attorney work product, or information that is privileged as an attorney-client communication.

f) If the estimated cost provided to the owner is more or less than the actual cost of producing the records requested, the Association, shall within thirty (30) days after producing the requested records, submit to the owner, either an invoice for additional amounts owed or a refund of the overages paid by the owner. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the owner.

g) The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
    a. **Copies**: $.10 per page for standard paper copies; $.50 per page for oversize paper
    b. **Electronic Media**: $1.00 for each CD; $3.00 for each DVD
    c. **Labor**: $15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
    d. **Overhead**: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
    e. **Miscellaneous**: The Association may charge for actual costs incurred in responding to the request, including costs for specialty paper, labels, boxes, folders, postage and/or shipping.

Section 5. Notices.

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause.

Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or Commercial Unit, which liens may be enforced in d1.1e course, subject to the terms of this Declaration.

Section 7. Mergers.

Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. Annexation.

a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, and the approval of the owner(s) of the land to be annexed.
b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, any additional land, within fifteen (15) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee. Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration.
c) Any such additions shall be developed in a manner similar to the development of the Property in accordance with a general plan of development under which the architectural standards prevailing within the Property will be continued in such annexed lands, the dwellings or commercial structures to be constructed on Lots or Commercial Units within such annexed lands will be similar to the residential dwelling or commercial structures constructed on the Property, and the Lots or Commercial Units within the annexed lands will become subject to assessment in the same manner as then prevailing for the Property. All the provisions of this Declaration shall apply to the lands being annexed with the same force and effect as if said lands were originally included in the Property subject to this Declaration.
d) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots and Commercial Units owned by such Owner divided by the total number of Lots and Commercial Units within the lands then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots or Commercial Units therein) as Common Open Areas for the benefit and use of the Owners, with reservation of Declarant's rights set forth herein.