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**LAKE SHORE HARBOUR,
SECTION ONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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

THAT, VICKSBURG ESTATES, LTD., a Texas limited partnership (hereinafter referred to as "Declarant"), being the owner and developer of that certain 61.338 acres, more or less, out of the Elijah Roark League Survey, A-77, Fort Bend County, Texas, which has been subdivided into that certain subdivision known as LAKE SHORE HARBOUR, SECTION ONE (the "Subdivision"), according to the Amending Plat of Replat of LAKE SHORE HARBOUR, SECTION ONE recorded in Slide Nos. 2573A and 2573B of the Plat Records of Fort Bend County, Texas (the "Subdivision Plat"), intending to create and carry out a uniform plan for development of the Lots in LAKE SHORE HARBOUR, SECTION ONE, for the benefit of the present and future owners of said Lots, does hereby impose the following reservations, restrictions, agreements, covenants, conditions and easements to apply uniformly to the use, occupancy and conveyance of all Lots in LAKE SHORE HARBOUR, SECTION ONE, and each contract or deed which may be hereafter executed as to any Lots (referred to herein individually as a "Lot" and collectively as the "Lots") in LAKE SHORE HARBOUR, SECTION ONE. Such reservations, restrictions, agreements, covenants, conditions and easements are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, and shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, their heirs successors and assigns. Such Lots shall be held subject to the following reservations, restrictions, agreements, covenants, conditions and easements, regardless of whether said reservations, restrictions, agreements, covenants, conditions and easements are specifically referred to or not in said contract or deed.

**ARTICLE I
DEFINITIONS**

Section 1.1. "**Architectural Control Committee**" shall mean and refer to the LAKE SHORE HARBOUR, SECTION ONE ARCHITECTURAL CONTROL COMMITTEE provided for in Article III hereof, and shall include the applicable "Approval Entity" as defined in Article III, Section 3.3 hereof regarding New Construction and Modifications.

Section 1.2. "**Association**" shall mean and refer to LAKE SHORE HARBOUR COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns, provided for in Article VI hereof. The Association has the power and authority to collect and disburse those maintenance assessments and other fees, dues or charges as described hereinafter. Any reference herein to the "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.3. "**Builder**" or "**Builders**" shall mean and refer to professional homebuilding companies and/or entities who acquire title to one or more Lots for the purpose of construction of a Dwelling thereon for resale, and which term excludes the Declarant.

Section 1.4. "**Common Facilities**" shall mean and refer to all existing and subsequently provided improvements located upon or within the Common Areas only, for the use and benefit of all Owners in the Subdivision and the Properties except those as may be expressly excluded. By way of illustration, Common Facilities may include, but are not necessarily limited to, the following: buildings, structures or improvements for recreation, storage or protection of equipment; fountain(s); statuary; sidewalk(s); common driveway(s) or common parking area(s); landscaping; clubhouse(s); swimming pool(s); tennis court(s); boat ramp(s); and other similar and appurtenant improvements. References herein to the "Common Facilities" in the "Properties" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

Section 1.5. "**Common Area**" or "**Common Areas**" shall mean and refer to recreational and/or landscape Reserves (owned or to be owned by the Association) as shown on the Subdivision Plat, including the lakes, together with such other real property and improvements (including the Common Facilities situated thereon, if any) as the Association may, at any time or from time to time, acquire by purchase or otherwise for the common use and benefit of the Owners, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of prior grants or dedications by Declarant, Declarant's predecessors in title or those from whom the property is purchased. References herein to the "Common Areas" in the "Properties" shall mean and refer to Common Areas as defined respectively in this Declaration and all Supplemental Declarations.

Section 1.6. "**Covenants**" shall mean and refer to this instrument, as it may be amended or modified as provided for herein, as well as any Supplemental Declaration or Supplemental Declarations bringing additional property or properties within the scheme of this Declaration under the authority provided in Article XI hereof.

Section 17 "**Declaration**" shall mean and refer to this instrument, as it may be amended or modified as provided for herein.

Section 1.8. "**Declarant**" shall mean and refer to Vicksburg Estates, Ltd., a Texas limited partnership, or its successor(s), successor(s)-in-title or assign(s) who takes title to any portion of the Subdivision for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in an instrument executed by Vicksburg Estates, Ltd. (or by the immediately preceding Declarant), which instrument is recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

Section 1.9. "**Lot**" and/or "**Lots**" shall mean and refer to the Lots shown upon the Subdivision Plat. References herein to the "Lots" in the "Properties" mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

Section 1.10. "Member" and/or "Members" shall mean and refer to all those Owners who are Members of the Association as provided in Article VI, Section 6.1 hereof.

Section 1.11. "Owner" or "Owners" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having a future interest with no right of current possession, those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate. References herein to the "Owners" in the "Properties" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations. The term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 1.12. "Properties" shall mean and refer to LAKE SHORE HARBOUR, SECTION ONE and any additional properties made subject to the scheme of this Declaration or otherwise hereafter brought within the jurisdiction of the Association as provided in Article XI hereof.

Section 1.13. "Reserve" or "Reserves" shall mean and refer to any and/or all of the Reserves shown on the Subdivision Plat regardless of their delineated purpose(s).

Section 1.14. "Subdivision" shall mean and refer to all of LAKE SHORE HARBOUR, SECTION ONE, subject to the scheme of this Declaration.

Section 1.15. "Subdivision Plat" shall mean and refer to the Amending Plat of Replat of LAKE SHORE HARBOUR, SECTION ONE recorded in Slide Nos. 2573A and 2573B of the Plat Records of Fort Bend County, Texas, and any recorded replat thereof.

Section 1.16. "Supplemental Declaration" or "Supplemental Declarations" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions (which may be similar or dissimilar to this Declaration) bringing additional property or properties within the scheme of this Declaration under the authority provided in Article XI hereof. Provisions set forth in any and/or all such Supplemental Declarations shall be deemed to relate to the respective property or properties covered by each such Supplemental Declaration(s), respectively.

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets, rights-of-way and easements shown thereon. The Subdivision Plat further establishes certain restrictions applicable to the Subdivision, including, without limitation, certain minimum set back lines, and all dedications, limitations and restrictions shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or

on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2.2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, cable television, sewers, or any other utility Declarant sees fit to install in, across and/or under the Subdivision.

Section 2.3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 2.4. Neither Declarant nor any utility company with a right to use the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, grass or flowers or other property or improvements situated on the land covered by said easements.

Section 2.5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Subdivision by contract, deed or other conveyance shall be subject to (1) any easement(s) and/or right(s)-of-way affecting same for roadways or drainage, water, gas, cable television, sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement Owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Subdivision and (2) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such easements to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

Section 2.6. Subject to the other terms of this Declaration, Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

Section 2.7. For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded Subdivision Plat and as they may appear in the records of the Fort Bend County Clerk's Office, and no structure shall be erected upon any of said easements.

Section 2.8. An Underground Electric Distribution System will be installed in that part of the Subdivision designated herein as "Underground Residential Subdivision," which underground service area embraces all of the Lots which are platted in the Subdivision. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to 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, at the request of the electric company, has either by designation on the Subdivision Plat or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of its electrical distribution system and also has granted to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners 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, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved for so long as underground service is maintained in the dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in Reserve(s) shown on the Subdivision Plat, if any, as such Plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter.

ARTICLE III ARCHITECTURAL CONTROL

Section 3.1. Architectural Control Committee. No building, structure or improvement of any character shall be erected or placed (new construction or otherwise), or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications, including materials and colors, and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee (sometimes referred to herein as the "Committee"), or its duly authorized representative, as to compliance with this Declaration, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finished grade elevation. As used herein, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members of the Architectural Control Committee until the Declarant, in its sole discretion, elects to assign such right of appointment by written notice to the Board of Directors of the Association, and upon receipt of such written notice of assignment by the Association, the Board of Directors of the Association shall thereafter have the right to appoint all members of the Architectural Control Committee.

The initial members of the Architectural Control Committee shall be Clinton F. Wong, Kenneth Caffey, and Phillip Peacock. Members of the Architectural Control Committee appointed by Declarant shall serve until death, resignation or removal by Declarant. If there exists at any time

one or more vacancies on the Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may, from time to time, without liability of any character for so doing, remove and replace any such member of the Architectural Control Committee as it may in its sole discretion determine.

Section 3.2. Assignment of Architectural Control Committee Authority. At the sole discretion of the Declarant, a portion or portions of the Architectural Control Committee's rights and/or authority may be transferred to the Association. Members of the Architectural Control Committee appointed by the Board of Directors of the Association may be removed at any time by the Board, and shall serve for such term as may be designated by the Board of Directors of the Association or until death, resignation or removal by the Board of Directors of the Association.

Section 3.3. "New Construction" and "Modifications." Notwithstanding anything contained in this Declaration to the contrary, the approval of a majority of the members of the Architectural Control Committee shall be required for the construction of the initial dwelling unit and other initially allowed improvements on a Lot ("New Construction") and the approval of a majority of the Board of Directors of the Association (the "Board") (or the approval of any committee appointed by the Board for such purpose) shall be required for any subsequent improvement or change to property following the construction of the initial dwelling unit on a Lot ("Modifications"). After the Declarant, in its sole discretion, has assigned its right of appointment by written notice to the Board of Directors of the Association as provided in Section 3.1 hereof, the Architectural Control Committee appointed by the Board will then be in charge of approving all improvements to property. For purposes of this Article III, the Board and the Architectural Control Committee are each sometimes referred to as the "Approval Entity."

Section 3.4. Approval or Disapproval. Except as provided in Section 3.5 below, in the event that within thirty (30) days after receipt of all required documents, the Approval Entity fails to approve or disapprove the plans and specifications submitted, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied provided that the plans and specifications do not violate any terms of this Declaration or any written architectural guidelines and provided that an affidavit stating such facts, and also stating that the submitted plan is in compliance with all terms of this Declaration and written architectural guidelines, if any, is completed by the party requesting such approval, is filed in the Real Property Records of Fort Bend County, Texas, and is delivered to the Approval Entity by certified mail.

Section 3.5. Deviations or Variances. In instances where, in its judgment, such deviations or variances will result in a more commonly beneficial use, the Approval Entity, at its sole discretion, is hereby permitted to approve deviations or variances from any of the requirements of this Declaration relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building, structure or improvement on any Lot and relating to the size and location of any such building, structure or improvement, and such other deviations or variances from the terms of this Declaration as are herein expressly authorized to be permitted by the Approval Entity.

The Approval Entity may approve a request for a deviation or variance, when, in the sole and final judgment of the Approval Entity, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Approval Entity may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a deviation or variance. If the Approval Entity approves such request for a deviation or variance, the Approval Entity may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such deviation or variance has been requested, describing the applicable restrictive covenant(s) and the particular deviation or variance requested, expressing the decision of the Approval Entity to permit the deviation or variance, describing (when applicable) the conditions on which the deviation or variance has been approved (including as examples but without limitation, the type of alternate materials to be permitted, and alternate height approved or specifying the location, plans and specifications applicable to an approved building, structure or improvement), and signed by a majority of the then members of the Approval Entity. Any request for a deviation or variance shall be deemed to have been disapproved (i.e., denied) by the Approval Entity for the purposes hereof in the event of either (a) written notice of denial from the Approval Entity; or (b) failure by the Approval Entity to respond to the request. No deviations or variances from the covenants of this Declaration shall be permitted or be available except at the sole discretion of the Approval Entity. The Approval Entity shall have no authority to approve any deviation or variance except as expressly provided in this Declaration.

The Approval Entity's approval of a deviation or variance must be granted in writing, and recorded in the Real Property Records of Fort Bend County, Texas. Such approval shall not indicate the Approval Entity's approval for any other purposes and shall not be construed as any representation by the Approval Entity as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof.

If any such deviations or variances are granted, no violation of the provisions of this Declaration, shall be deemed to have occurred with respect to the matter for which the deviation is granted; provided, however, that the granting of a deviation shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the deviation or variance, nor shall the granting of any deviation or variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot and the Subdivision Plat.

Section 3.6. Composite building site. Subject to the prior written approval of the Architectural Control Committee (in the sole discretion of the Committee), any Owner of one or more side-by-side adjoining Lots or portions thereof may consolidate such Lots or portions into one single-family residence building site with the privilege of placing or constructing a Dwelling and improvements on such resulting site, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated

on the recorded Subdivision Plat. The decision to approve or deny an application by an Owner to consolidate Lots or portions thereof is solely within the discretion of the Architectural Control Committee. Further, such composite building site (if approved) and the Owner(s) thereof shall continue to be bound by and obligated to pay full annual and/or special assessments for each of the adjoining platted Lots and/or portion(s) of platted Lot(s), and the approval of such a composite building site shall not affect the Association's continuing assessment lien applicable to the affected adjoining platted Lots or portion(s) of a platted Lot(s), as delineated in Article VII of this Declaration.

Section 3.7. Architectural Control Standards. The Approval Entity, at its sole discretion, is hereby authorized to establish standards beyond the restrictions set herein on items including, but not limited to, house elevations, landscaping, sidewalk construction, garage placement, accessory structures, exterior materials and colors, roofing and grading. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 3.8. Inspection by Approval Entity. In order to control the quality of construction and to reasonably ensure that all residential construction (including the construction of the Dwelling and all other improvements on the Lot) is constructed in accordance with (a) the Subdivision Plat or any replat, (b) this Declaration, (c) Fort Bend County regulations, (d) minimum acceptable construction standards as promulgated from time to time by the Approval Entity, and (e) Approval Entity regulations and requirements, the Approval Entity or its representatives may enter upon a Lot (without liability for trespass or otherwise) and conduct inspections of the improvements being constructed by the Builders and/or Owners, in accordance with inspection procedures established from time to time by the Approval Entity.

Section 3.9. No Compensation and No Liability. No member of an Approval Entity, nor its representative, shall be entitled to any compensation for services performed pursuant to this Declaration, nor shall Declarant or any member of an Approval Entity, or its representative(s), be personally liable for any act or omission relating to approval or disapproval of construction plans and specifications or the enforcement of any of the restrictions.

The approval or lack of disapproval by the Approval Entity shall not be deemed to constitute any warranty or representation by the Approval Entity, including, without limitation, any warranty or representation or any liability relating to the fitness, design, adequacy of drawings, adequacy of the proposed construction or compliance thereof with applicable statutes, codes, regulations or any deed restrictions. Neither the Approval Entity nor its members shall be liable to any person under any theory or under any circumstances in connection with either the approval or disapproval of any project or plans. The property owner is responsible for obtaining any waivers of any easement and complying with any city or county requirements for this property and these plans.

ARTICLE IV USE OF LOTS

Section 4.1. Buildings. All buildings shall be designed by a registered architect or a member in good standing of the American Institute of Building Design or the Texas Institute of Building Design. No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling ("Dwelling") not to exceed two (2) stories in height and shall include an attached garage for not less than two (2) and not more than four (4) automobiles. No room(s) in the Dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure (i.e., the Dwelling) from being leased or rented in its entirety as a single residence to one (1) family or person. The Architectural Control Committee, in its discretion, may permit the construction of a porte cochere on a Lot (in addition to a garage) and/or a garage for more than four (4) automobiles, and permission for such construction, if approved by the Committee at its sole discretion, must be granted in advance and in writing as herein provided. The Architectural Control Committee may allow, at its sole discretion, the Dwelling to be of two and one-half stories, provided that the additional level is not visible from the street fronting the Lot and, in the case of a corner Lot, not visible from either the street fronting the Lot or the side street. If a Dwelling is to be constructed upon a Lot along with a portion or portions of an adjacent Lot or adjacent Lots (as provided for in Section 3.6 of this Declaration), the Architectural Control Committee may waive the side Lot line setback requirements as to the Lot line which is crossed by such Dwelling. No Dwelling may be constructed on less than one (1) Lot. No Dwelling may exceed thirty-five feet (35') in height as limited in the City of Missouri City's zoning ordinance.

Section 4.2. Accessory Buildings. The Architectural Control Committee may allow, at its sole discretion, one (1) accessory building ("Accessory Building") to be constructed on a Lot in addition to a dwelling; provided that the Accessory Building has a maximum height from the ground to the top of the roof line(s) of no more than six (6') feet and satisfies the requirements herein expressed for Accessory Buildings. Any Accessory Building shall adhere to building line requirements and shall be placed behind the primary Dwelling on the Lot. Accessory Buildings shall also comply with the Building Material provisions of this document.

Section 4.3. Prohibited Activities. All Lots within the Subdivision shall be utilized for single-family residential purposes only; provided, however, that any Lot owned at any time by the Association may be utilized as a Common Area during the Association's period of ownership. "Single-family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or for any multi-family use or for any business, educational, church, institutional, professional or other commercial activity of any type (except that Declarant or Builder's designated by Declarant may use Dwellings as model homes or as sales offices during the build-out of LAKE SHORE HARBOUR, SECTION ONE and the Properties. Except as herein referred to, no activity, whether or not for profit, which is not related to single-family residential purposes, shall be performed on any Lot. No

noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot, nor shall any condition be allowed to exist which may be or become an annoyance or nuisance to the neighborhood. No fireworks or firearms shall at any time be discharged in the Subdivision. As long as it owns any property in the Properties, the Declarant may maintain in or upon such portions of the Subdivision as the Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including but not limited to, offices, sales offices, storage areas and signs. Under the provisions of this Section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express written consent of the Declarant.

Section 4.4. Dwellings. Dwellings shall face the street on which the Lot on which they are located has the smallest frontage. Dwellings shall not be located on any Lot nearer to the Lot lines than the minimum corresponding building set back lines shown on the recorded Subdivision Plat or as set forth below. For the purposes of this Section, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building, structure or improvement on any Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each Dwelling shall face the front building line. No house, garage, porte cochere, allowed detached Accessory Building or other allowed building or structure may be built on a Lot except within the building lines shown below:

Front Building Line	(a) Twenty-five feet (25') back from the front property line on Lots where a twenty-five (25') building line is shown on the Subdivision Plat; or (b) twenty feet (20') back from the front property line for cul-de-sac Lots where a twenty foot (20') building line is shown on the Subdivision Plat.
Side Building Line	(a) Five feet (5') back from each interior side property line; or (b) ten feet (10') back from each exterior side property line on corner Lots.
Rear Building Line	(a) The rear utility easement on all Lots not backing to the lake; or (b) twenty feet (20') from the rear property line on all Lots backing to the lake.

The first floor plate line on the sides of the buildings shall not exceed twelve feet (12') in height. The height of the predominant portion of the slab shall be between eighteen inches (18") and thirty-six inches (36") above the crown of the street.

Section 4.5. Garages and Driveways. The Architectural Control Committee shall specify and approve in writing the location of all garages and driveways.

Each residential structure shall be accompanied by a garage structure which will contain no less than four hundred square feet (400 sq. ft.) which shall have no more than three (3) single garage

doors or one (1) double garage door and one (1) single garage door facing the street. Each house shall have a garage which shall accommodate a minimum of two (2) and a maximum of four (4) automobiles. In no event shall any garage structure where the garage doors face the front building line be more than eight feet (8') nearer to the front building set back line than the front most wall of the main residential structure excluding the garage. The garage shall be attached or connected to the main structure unless otherwise approved by the Architectural Control Committee (in the Committee's sole discretion).

When a three car garage faces the street, the third bay shall be on a different plane from the first two single doors (or one double door) by a minimum of three (3') feet. Driveway access into the garage must permit movement of one car in and one car out while another car is parked outside the garage. All driveways must face the street address side of the Lot. No garage door shall face the side street side line of a corner Lot.

Section 4.6. Other Structures. No basketball goals shall be permitted in front of the front building line or within three (3') feet of any side Lot line. Portable basketball goals must be kept concealed from street view when not being used.

No detached structure, improvement or hedge may be erected, grown or maintained on any part of any Lot between the building set back line(s) and the adjoining street(s) unless approved in advance and in writing by the Architectural Control Committee, in its sole discretion.

No free standing flagpole may be erected in the front or side yards of any Lot; provided, however, that the Architectural Control Committee, in its sole discretion, may permit the installation of one (1) flagpole to be mounted on the dwelling or in the back yard.

No improvements including, but not limited to, a spa or pool, shall be built so as to encroach over or upon the rear property line except a deck built within the specifications set by the Architectural Control Committee. No deck within ten feet (10') of the rear property line shall have any portion, including, but not limited to, railings, integral benches, permanent covers or waterfalls, extending more than two feet (2') above the ground.

Section 4.7. Sidewalks. A sidewalk with plain concrete finish shall be placed within the street right-of-way between the property line and the concrete curb in compliance with City of Missouri City ordinance. All driveways and walks crossing said sidewalks shall be plain concrete finished where they cross the sidewalk. The Architectural Control Committee may issue specifications for building sidewalks. The curbs on the street shall not be broken for any reason except for driveways and wheelchair ramps. Further, wheelchair ramps shall be installed in accordance with A.D.A. Regulations including requiring contrasting color to the adjacent pavement. The Owner of the applicable Lot shall be responsible for maintaining the sidewalk in a condition of good repair, even if the sidewalk is located within the right-of-way area adjacent to such Lot.

Section 4.8. Minimum Square Footage Within Improvements. The air conditioned livable area of each dwelling, excluding the garage area, shall not be less than fifteen hundred (1,500) square feet for a one story house and eighteen hundred (1,800) square feet for a two story house. The square footage shall be determined by measuring to the outside of the exterior walls.

Section 4.9. Building Material. All construction plans submitted for approval by the Architectural Control Committee must specify the color and type of materials of which the structure will be built. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish of all portions of a structure facing a street, excluding windows and doors, must only be brick, stone or stucco (collectively "Masonry Material"). All single-story homes and garages shall have a minimum of one hundred percent (100%) Masonry Material around the outside perimeter of the building, excluding windows and doors. All two-story homes and garages shall have a minimum of one hundred percent (100%) Masonry Material around the outside perimeter of the ground floor of the building (excluding windows and doors), and a minimum of fifty percent (50%) Masonry Material around the outside perimeter of the second floor of the building, excluding windows and doors. Any exception must be approved by the Architectural Control Committee. Exceptions will generally be granted only if there is an area of the house where the structure cannot support Masonry Material, in which case the Architectural Control Committee may approve alternative siding material to be used. Unpainted aluminum finish windows shall not be permitted. Any and all construction is subject to the requirements set forth in Article III of this Declaration.

Section 4.10. Roofing Material. The roofs of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Control Committee, which approval must be obtained in writing before commencement of roof construction, covering or recovering. All roofs shall be constructed or covered with approved asphalt or approved comparable type shingles (with a laminated or layered design) or approved concrete tiles, approved in advance and in writing by the Architectural Control Committee. The Architectural Control Committee shall specify the quality, color, appearance and weight of roofing materials to be used, and no other roofing material(s) may be used unless approved in advance and in writing by the Architectural Control Committee (in the Committee's sole discretion).

Section 4.11. Walls, Fences and Hedges. No wall or fence shall be erected or maintained nearer to the front Lot line than the front exterior corner of either side of the main structure of the Dwelling (including the attached garage) on such Lot. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the main structure of the Dwelling on such Lot. No wall or fence may be installed upon a Lot, or altered, without first obtaining the advance written approval therefor from the Architectural Control Committee as required in Article III of this Declaration. Any wall, fence or hedge erected on a Lot by Declarant, its assigns or a builder shall pass ownership with title to the Lot and it shall be the Lot Owner's responsibility to maintain said wall, fence or hedge thereafter. No alteration, removal or repair of a perimeter fence may be made without the prior written approval of the Architectural Control Committee. The Association is empowered to repair or replace any part of a perimeter fence

and to charge the costs thereof to the Lot owner. It shall not be the responsibility of the Association to maintain any perimeter fence.

Fences must only be constructed of brick, wood or ornamental iron. No chain link, concrete, vinyl or plastic fences shall be built on any Lot. An "ornamental iron" fence may be made of wrought iron, steel or aluminum as long as it has the appearance of wrought iron.

All wood fences between Lots shall be six feet eight inches (6'8") tall and shall consist of six foot (6') cedar pickets, a 2"x6" cedar capboard and a 2"x6" treated pine kickboard. All wood fences shall comply with Architectural Control Committee specifications. No wood fence on a side yard may extend closer to the front of the Lot than three feet (3') behind the front exterior corner of either side of the main structure of the Dwelling (including the attached garage) on such Lot.

Section 4.12. Additional Fencing Requirements Regarding Lakefront Lots. All fences within thirty feet (30') of the lake bulkhead on lakefront Lots shall be ornamental iron fences forty-two inch (42") in height and painted black. The Architectural Control Committee (in the Committee's sole discretion) shall specify the quality, design and placement of said fences.

Section 4.13. Temporary Structures. Except as expressly provided in this Declaration, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any temporary residence or other temporary structure be moved onto any Lot.

Section 4.14. Signage. Signs of any kind shall not be displayed to the public view on any Lot except one sign per Lot of not more than five (5) square feet advertising the property for sale or for rent and except signs used by the Declarant and by the original builders of any Dwelling to advertise the property during the construction and sales period. Declarant, its assigns, or the Association, will have the right to remove any other sign or signs placed on any Lot and in so doing shall not be subject to any liability for trespass, any tort or otherwise in connection therewith or arising from any such removal. The Approval Entity, in its discretion, may also approve the installation of: (1) small signs of not more than one-half (½) square foot in size, to be attached to a fence, door or window (e.g., "Beware of Dog," "No Trespassing," "No Soliciting," and/or security system signs); (2) school spirit signs; and (3) signs supporting political candidates installed in public view a reasonable period of time in advance of a public election, and to be removed a reasonable time after any such public election.

Section 4.15. Storage and Parking of Vehicles. Boat trailers, boats, travel trailers, utility trailers or other trailers, inoperative automobiles, motor homes, recreational vehicles, all terrain vehicles, campers, commercial vehicles or vehicles of any kind (other than non-commercial, operative, licensed and insured passenger vehicles used on a day-to-day basis) shall not be kept, parked or stored in the public street or on driveways. Storage of the preceding items and vehicles must be within the garage of the Dwelling. Only non-commercial passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreational vehicles),

motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers, insured, and in daily use as motor vehicles on the streets and highways of the State of Texas, and which vehicles do not exceed either seven feet (7') in height, and/or seven feet (7'), six inches (6") in width and/or twenty-two feet (22') in length, may be parked on the public street or on driveways. No vehicle may be parked in the public street for any duration in such a manner as to obstruct traffic flow or block ingress/egress to or from any driveway. Further, no vehicle may be kept, parked or stored for any duration on or upon a yard or any other areas intended for grass or landscaping.

Relative to any asserted violation of any part of this Section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and contemporaneously in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, that no such vehicle, machinery, or equipment may be parked in such a manner as to constitute a nuisance to the community (as determined by the Association).

Section 4.16. Oil and Mining Activity. Oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Common Areas of the Subdivision. Derricks or other structures designed for use in boring for oil or natural gas shall not be erected, maintained or permitted upon any Lot or Common Areas of the Subdivision. With respect to all mineral interests in the land of which the Subdivision is comprised, Declarant, for itself and its successors and assigns, hereby waives all surface rights.

Section 4.17. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each species of domestic animals shall be permitted on each Lot, subject to the Association's Board of Directors' authority (in the Board's sole discretion) to limit the total number of animals kept on any Lot to not less than four (4), so as to minimize any disturbance to others. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the Dwelling. When away from the Lot, a pet must be on a leash at all times. It is the Lot Owner's, Tenant's and/or pet owner's responsibility to keep the Lot clean and free of pet debris and odors.

Section 4.18. Garbage and Refuse. Lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in enclosed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from the public (when not placed at curbside for immediate trash collection). No items, whether trash containers, recycle bins, lawn clippings, landscape debris, garbage or other waste, may be placed at the curb or stored in public view before 6:00 p. m. on the evening before the garbage collection day (the "collection day"). Empty containers must be removed

from view by the end of the collection day. No clippings, debris, oil, chemicals, or other items or materials may be placed or disposed of in any storm sewer drain.

Section 4.19. Mailboxes. Unless "cluster mailboxes" are installed if required by the postal service, or at the Declarant's discretion: (i) mailboxes shall be set two on one post for use by two adjacent Owners; (ii) the Architectural Control Committee shall select the design of said mailboxes and shall determine placement of said mailboxes; (iii) all mailboxes shall be black and mailbox posts will all be of the same design; and (iv) Owners shall provide their own mailboxes and post and shall be responsible for maintenance and/or replacement as necessary, keeping the mailboxes painted and the mailboxes and post in a good state of repair at all times.

Section 4.20. Exterior Lighting. All exterior lighting on all houses and on all Lots must be approved in advance and in writing by the Architectural Control Committee.

Section 4.21. Air Conditioners. No window or wall type air conditioners shall be permitted on any Lot.

Section 4.22. Grass and Trees. Prior to the occupancy of a Dwelling on any Lot in the Subdivision, the Owner of such Lot shall require the contractor or Builder erecting the dwelling unit, as a minimum, to sod with grass all areas on the Lot (excluding driveways and sidewalks) not enclosed by a backyard fence. In the case of a lakefront Lot, all land within twenty feet (20') of the lake bulkhead must also be sodded with grass. The grass type and method of installation must comply with standards prescribed by the Architectural Control Committee, and must be approved in writing by the Architectural Control Committee prior to commencement of any construction on the Lot.

On or before the occupancy of each Dwelling ("Occupancy"), the Owner of each Lot shall also plant between the house and the sidewalk live oak trees or such other trees approved by the Architectural Control Committee, and the number and location of any such trees shall be specified by the Architectural Control Committee and in accordance with "Street Tree Guidelines" of the City of Missouri City (revised August 17, 2001 - see Attachment "A" following these covenants, conditions and restrictions, which Exhibit "A" is attached hereto and incorporated by reference as if set forth verbatim). Each tree planted in satisfaction of this requirement shall be at least a minimum size of two and one-quarter inch (2 ¼") caliper; eleven feet (11') in height; four feet, six inches (4'-6") in spread; and thirty (30) gallon container in size. Spacing of the live oaks shall be a minimum of twenty feet (20') and no more than thirty-five feet (35') apart.

Any required planted tree or trees not installed in a timely manner or which subsequently die or are uprooted for any reason must be planted or replaced promptly, following the occurrence or omission involved, with a tree or trees meeting the minimum requirements provided for herein.

Section 4.23. Lot Grading and Drainage. After the conveyance of each Lot or Lots from the Declarant, each Lot must be graded and maintained in such a manner so as to permit all water

from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot, nor shall any Lot be graded or maintained in such a manner as to allow the accumulation of standing water. Water from Lake Lots shall be permitted to drain into the lake. Any outside drainage system shall be built to end behind the curb (i.e., curb modifications for drainage purposes are not permitted). Said systems shall not drain to the lake. Swimming pool backwashes shall not drain water to the street or into the lake.

Section 4.24. Visual Obstructions at the Intersections of Public Streets. Nothing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines or extensions thereof shall be placed, planted, or permitted on a corner Lot.

Section 4.25. Antennas and Satellite Dishes. No antenna may be installed upon a Lot, or altered, without first obtaining the advance written approval therefor from the Architectural Control Committee as required in Article III of this Declaration.

Unless otherwise required to be allowed pursuant to the Federal Telecommunications Act of 1996 (the "Federal Telecommunications Act"), no electronic antenna or device of any other type than an antenna for receiving normal television signals shall be erected, constructed, placed maintained or permitted to remain on any Lot. No television aerial wires or antennas shall be maintained on any portion of any residential Lot or on the outside of any building unless hidden from outside view. All television aerial wires or antennas must be built within the Dwelling or other permitted structure and not visible from outside such structure. Notwithstanding the foregoing, if an alternative antenna installation is required by the Federal Telecommunications Act or other applicable Federal or State laws, rules or regulations, any such alternative antenna installation shall be subject to receiving the advance written approval of the Architectural Control Committee and shall be installed in conformance with the material requirements, specifications, and plans for construction and installation presented to and approved by the Architectural Control Committee.

Satellite dish antennas are prohibited except as follows: a satellite dish antenna not exceeding one (1) meter in diameter and standing no higher than six feet (6') above the ground may be installed on a Lot with the advance written approval of the Architectural Control Committee and in conformance with the material requirements, specifications, and plans for construction and installation presented to and approved by the Architectural Control Committee. Any satellite dish antenna and associated equipment shall be installed in a manner that precludes visibility from the street or from any other public area. Only a black or other very dark non-rusting satellite dish antenna will be permitted. Without limitation of other remedies, any violation of this restriction will require removal of the offending antenna or satellite dish within thirty (30) days after written notice to the owner from the Architectural Control Committee at the expense of the owner.

Notwithstanding the foregoing, the Architectural Control Committee may approve an alternative location or height of installation regarding a satellite dish antenna not exceeding one (1) meter in diameter in the event that reception may otherwise be impaired or in the event that compliance with the foregoing requirements is cost prohibitive for the Owner (e.g., due to reception impairment or costs of alternative installation), or approve a satellite dish antenna installation as may otherwise be required by the Federal Telecommunications Act or other applicable Federal or State laws, rules or regulations.

Section 4.26. Lot Maintenance and Maintenance of Improvements. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, edge all areas where grass meets concrete, trim grass adjacent to structures and prune shrubbery in an attractive manner. No Lot shall be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Equipment for the storage or disposal of such waste materials used in the construction or improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

The Owner of each Lot shall properly maintain the exterior of all buildings, structures and other improvements at all times in an aesthetic and healthful manner, including, but not limited to, exterior veneer, siding, fascia, soffits, roof, gutters, columns, chimneys, shutters, windows, doors, porches, decks and/or swimming pool. Exterior painted surfaces must be repainted periodically so as to be maintained in a neat and aesthetic manner at all times. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. All yard equipment, woodpiles or storage piles located upon any Lot shall be kept screened from view of neighboring Lots, streets, the lakes and/or other property. The drying of clothes in public view or visible from the lakes is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to the lakes, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view (or visible from the lakes or other Common Areas) shall construct and maintain a drying yard or other suitable enclosure to screen the following from view from the lakes, from other Common Area(s) and/or from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family.

Relative to any asserted violation of any part of this Section, the Association will be the final authority on the matter.

**ARTICLE V
SPECIAL RESTRICTIONS REGARDING
LAKEFRONT LOTS AND THE LAKES**

In addition to all other restrictions contained in this document, the following restrictions shall also apply to lakefront Lots.

Section 5.1. Walls, Fences and Hedges. No wall, fence, planter, hedge, or other screening device of any type whatsoever shall be constructed or permitted anywhere in the rear yard or side yard area without the prior written consent of the Architectural Control Committee.

Section 5.2. Lakefront Improvements. No item of any type or character, including, but not limited to, vegetable or herb gardens, rock gardens, additional landscaping, hammocks, swings, statuary, swing sets or similar play equipment, basketball goals or other athletic equipment, boats or boating equipment, pools, clothes drying equipment, dog houses, dog runs, or other pet enclosures, signs, retaining walls or other structures or improvements, or other things, which, in the sole discretion of the Architectural Control Committee, tends to detract from the appearance of the lakes, shall be permitted nearer than thirty feet (30') to the rear Lot line separating such Lot from the lakefront without the prior written approval of the Architectural Control Committee.

Section 5.3. Bulkhead(s) Ownership and Association's Easement/Right-of-Way. The bulkhead or bulkheads (along the entire perimeter of the lakes) installed by Declarant shall be the property of the Association and an easement and right-of-way, twelve feet (12') in width (measured from the interior wall of the bulkhead onto each Lot or parcel of land bordering the lakes) is hereby retained by the Association for the purpose of inspection, maintenance, repair and/or re-installation of all or any portion of any such bulkhead (such easement and right-of-way is sometimes referred to herein as the "Association's bulkhead easement"). The Association's Bulkhead easement shall remain in effect so long as this Declaration and/or any Supplemental Declaration(s) is/are in effect. No portion of the bulkhead may be altered without the advance written approval of the Association. The Association shall maintain and repair the bulkhead unless such bulkhead is damaged by an individual Owner who shall then be responsible for the repairs. If damage is caused by an individual Owner, such repairs may be undertaken by the Association and the cost of same charged-back against the Owner's account as an assessment, if not promptly paid upon an invoice being sent to the Owner. As referenced above, the Association shall have a perpetual easement and right-of-way onto the applicable Lot for the purposes of inspecting, maintaining, repairing, demolishing, and rebuilding the bulkhead. Any damage to a Lot or improvements within the easement/right-of-way area retained herein, as the result of the Association or its contractors utilizing such easement/right-of-way, shall be the sole responsibility of the Lot Owner. It is agreed and understood that the title conveyed to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the bulkhead or any portion thereof.

Section 5.4. Lake Ownership and Dock Installation. The lakes (as delineated on the Subdivision Plat) are the property of the Association. The Architectural Control Committee shall have complete authority (requiring advance written consent) over what is built on or in the vicinity of the lakes. Owners shall be permitted to build a dock of up to one hundred twenty (120) square feet on the water adjoining their Lot, provided the quality, materials, plans, specifications, design, engineering and location for such dock (and all components thereof and/or related improvements) are approved in writing in advance by the Architectural Control Committee. No such dock may extend into, on or over the lakes more than eight feet (8') from the bulkhead. A dock shall not extend more than eighteen inches (18") above the normal water level of the lakes (as determined by the Association). No wall(s), roof(s) or cover(s) shall be permitted on or in the proximity of any dock.

Approved railings, benches and/or any other dock improvements, if applicable, must be securely attached to the dock and may not extend more than twenty-four inches (24") above the floor of the dock. Any such dock must be installed and secured in such a manner so as not to damage the bulkhead, the concrete lining and/or the floor of the lakes, and shall be subject to the Association's bulkhead easement. Lighting is not allowed on or in the proximity of a dock, unless approved in advance and in writing by the Architectural Control Committee (which approval may be denied at the sole discretion of the Architectural Control Committee). The Architectural Control Committee may, in its sole discretion, prohibit all dock lighting or, alternatively, establish and enforce specific restrictive dock lighting guidelines. Any damage to a dock (or any components thereof, without limitation) as the result of the Association or its contractors accessing the bulkhead for inspection, maintenance, repair or for any other purpose, shall be the sole responsibility of the Lot Owner. Any improvements or construction undertaken on or in the vicinity of the lakes shall be undertaken in strict compliance with all requirements of any applicable governmental entity or agency and all required permits shall be obtained, in addition to obtaining the prior written consent of the Architectural Control Committee as set forth herein above.

Section 5.5. Trees. No trees shall be planted within twelve feet (12') of the bulkhead.

Section 5.6. Lake Rules and Regulations. No objects or materials of any kind shall be thrown in the lakes, nor shall any trash be disposed of in the lakes. No swimming pool, spa, or whirlpool shall drain or discharge in the lakes. Owners may not place waterfowl, fish, plants, or other items into or on the lakes. The Association has the sole responsibility for the placement, removal, and maintenance of all such items in the lake. No manual, electric or gas powered pump shall be permitted to draw lake water for any homeowner's private use. Chemicals, fertilizers, and pesticides shall not be permitted within ten feet (10') of the bulkhead.

Boats or water craft powered by any type of internal combustion engine, or any other type of engine or electric motor (including, but not limited to, power boats, jet boats, air boats, jet skis, wet bikes, etc.) shall NOT be placed in or operated on the lakes. Owners may use only those boats (or water craft) on the lakes which are not powered by any type of internal combustion engine, or any other type of engine or electric motor; and provided further, any boat or water craft used on the lakes must be approved in writing by the Association in advance of such boat or water craft being initially launched onto the lakes. No boat or water craft may be stored or left outdoors when not in use. No one using a boat or water craft shall trespass on any homeowner's property on the lake.

Model Boats or model water craft powered by any type of internal combustion engine, or any other type of engine or electric motor shall NOT be placed in or operated on the lakes. Electric or wind powered model boats (e.g., miniature model boats which operate silently), if approved in advance and in writing by the Association, may be operated on the lakes, provided they do not disturb others. No model boat(s) may be stored or left outdoors when not in use. No one using a model boat shall trespass on any homeowner's property on the lake.

There shall be no skiing, windsurfing, or swimming permitted on or in the lakes. Fishing shall be permitted on the lakes; however, the Association shall determine the minimum fish size and the maximum number of fish which may be caught per household per day, as well as the type of

such fish. There shall be no fish cleaning permitted on or in the immediate vicinity of the lakes. Those persons fishing must have all required fishing licenses.

Section 5.7. Association's Amendment of Lake Rules and Regulations. The Association (in the sole discretion of the Board of Directors) shall be entitled to amend any rules and/or regulations to keep the lakes well stocked and well maintained, or as otherwise determined by the Association's Board of Directors.

Section 5.8. Additional Rules and Regulations by the Association. The Association (in the sole discretion of the Board of Directors) shall be entitled to publish and enforce such additional rules and/or regulations, or amendments to the above rules and/or regulations, pertaining to the Lakefront Lots, and/or the lakes, as may from time-to-time be deemed to be in the best interest of the community.

Section 5.9. No Liability for the Association or the Declarant. The Association and/or the Declarant shall not be responsible for any loss, damage, or injury (of any type or nature, whether personal injury, property damage or otherwise, regardless of the cause of any such injury occurring in or around the lakes regarding any person or entity, including, without limitation, injury sustained by Owners, their guests, family members, invitees and agents. To the fullest extent permitted by applicable law, each Owner shall and does hereby agree to indemnify, protect, hold harmless, and defend the Association and the Declarant, and their respective heirs, legal representatives, members, partners, agents, employees, officers, directors, shareholders, affiliates, parents, and subsidiaries (the "indemnitees"), from and against all action, suits, judgments, liabilities, and expenses, including courts costs and attorneys' fees of any nature, kind or description (including, without limitation, claims for property damage, injuries to or death of any person or entity, including, but not limited to, employees, agents, and sub-contractors of the Association, and personal representatives, family members, guests, or other third parties), directly or indirectly arising out of, or caused by or in connection with, or resulting from (in whole or in part), the use of the lakes, the waterfalls, the bulkheads, the other Common Facilities, and/or the Common Areas pertaining to the lakes. The indemnitees shall be indemnified by the Owner(s) of each Lot (excluding Declarant and the Association) and held harmless as aforesaid, for any action directly or indirectly arising out of, or caused by or in connection with, or resulting from (in whole or in part), the use of the lakes, the waterfalls, the bulkheads, the other Common Facilities, and/or the Common Areas pertaining to the lakes, INCLUDING FROM THE CONSEQUENCES OF ANY SUCH INDEMNITEE'S OWN NEGLIGENCE IN CONNECTION WITH OR ARISING OUT OF ANY ACTION TAKEN BY THAT INDEMNITEE IN GOOD FAITH PURSUIT OF THE PERFORMANCE OF ANY OBLIGATIONS OR EXERCISE OF AUTHORITY HEREUNDER.

ARTICLE VI

LAKE SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

Section 6.1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Covenants, including contract sellers, 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, those having a future interest but not entitled to present possession and those having only an interest in the mineral estate. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association. Membership in the Association is expressly limited to the Owners of Lots, such ownership being the sole qualification for membership.

Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section (i.e., property or properties) so annexed, as well as all other Owners subject to the jurisdiction of the Association, shall be Members and shall be entitled to the use and benefit of all Common Areas that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each Lot in any future section shall be impressed with and subject to Assessments and Charges imposed hereby. Such additional stage or stages of development may be annexed in accordance with the provisions of Article XI, or upon a merger or consolidation of the Association with another association. The Common Areas may be transferred to a surviving association, or alternatively, the properties, rights, and obligations of another association may be consolidated with those of the Association pursuant to a merger. The surviving or consolidated association shall administer the restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 6.2. Voting Classes. The Association shall have two (2) classes of voting membership, as follows:

Class A. "Class A Members" shall be all Members, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

Class B. The "Class B Member(s)" shall be the Declarant and/or its successors and assigns and shall be entitled to nine (9) votes for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote(s) for such Lot shall be exercised as they among themselves determine, but in no event shall more than nine (9) votes be cast with respect to any Lot owned by a Class B Member.

Declarant's Class B membership rights shall remain in full force and effect at all times (regardless of the number of Lots owned by Declarant), except as follows: The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) upon Declarant, in its sole discretion, recording an instrument in the Official Public Records of Real Property of Fort Bend County, Texas, voluntarily terminating Declarant's Class B membership rights; or
- (b) December 31, 2025.

Section 6.3. Authority. LAKE SHORE HARBOUR COMMUNITY ASSOCIATION, INC., a non-profit corporation, has been or shall be organized pursuant to the laws of the State of Texas, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.1. Creation of the lien and personal obligation of assessments. Each Lot in LAKE SHORE HARBOUR, SECTION ONE is hereby subjected to the maintenance charges as set out herein, and the Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual maintenance assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual maintenance assessments and special assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot or Lots against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The recording of this Declaration or an appropriate recitation in the deed conveying each Lot will evidence the retention of a vendor's lien or assessment lien by Declarant for the purpose of securing payment of said charge or charges assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 7.2. Rate of Assessment. All Lots in LAKE SHORE HARBOUR, SECTION ONE shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in LAKE SHORE HARBOUR, SECTION ONE owned by Declarant are not exempt from assessment. Class A Members shall pay the full annual assessment rate for each Lot owned. Declarant and Builders shall pay one-half (½) of the annual assessment rate for each Lot owned. The rate of assessment for any calendar year for any individual Lot may change within a calendar year as the character of ownership and the status of occupancy changes; provided, however, that once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

Section 7.3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots in LAKE SHORE HARBOUR, SECTION ONE on the first to occur of (i) the first day of January, 2005, or (ii) the first day of the month following the conveyance of the first Lot to a Class A Member. If the assessments commence prior to January 1, 2005, the first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year and pre-paid to December 31, 2004. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The due date(s) 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 agent of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 7.4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and residents in the Subdivision and in the Properties or for a purpose that the Board of Directors of the Association shall determine to be necessary to meet the purpose or purposes of the Association. The maintenance fund may be applied, insofar as it may be sufficient (with priority given to maintenance of the lakes and surrounding reserve, Common Areas and Common Facilities (including recreational facilities), esplanades, restricted reserves, common open areas, and aesthetic features located within county rights-of-way), toward the payment for maintenance of parkways, cul-de-sacs, esplanades, vacant Lots, lighting, fogging, employing of security guards, policemen and workmen, enforcement of these restrictions, and any other things necessary or desirable in the opinion of the Association to maintain or improve the property or which it considers to be of general benefit to the owners or occupants of the property covered by this Declaration, it being understood that the judgment of the Association's Board of Directors in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. The use of the annual assessments for any of these purposes is permissive and not mandatory.

Section 7.5. Maximum annual assessment. Until January 1, 2005, the maximum annual assessment shall be One Thousand and No/100 Dollars (\$1,000.00) per Lot per year. From and after January 1, 2005, the maximum annual assessment may be increased each year, and from year to year, by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the Membership in the case of the previous year. The right to increase the maximum assessment is cumulative so as to allow the Association to forego an increase in any given year and subsequently increase the maximum to that amount which would have been allowed as the maximum assessment if the assessment had been increased each year. From and after January 1, 2005, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year with the approval of at least two-thirds (2/3) of the votes entitled to be cast by those Members who are present and voting in person or by proxy at a special meeting of the Association's membership duly called for this purpose, at which meeting a quorum is present in person and/or by proxy. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first (1st) day of January of each year.

Section 7.6. Special assessments for capital improvements. In addition to the annual assessment authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of at least two-thirds (2/3) of the votes entitled to be cast by those Members who are present and voting in person or by proxy at a special meeting of the Association's membership duly called for this purpose, at which special meeting a quorum is present in person and/or by proxy. Class A Members shall pay the full amount of any such special assessment. Declarant and Builders shall pay one-half (1/2) of the amount of any such special assessment.

Section 7.7. Notice and Quorum for any action authorized under Sections 7.5 and 7.6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.5 and 7.6 shall be mailed (by U. S. first (1st) class mail) to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes of the membership shall constitute a quorum.

Section 7.8. Effect of nonpayment of assessments. Any assessment, annual or special, or other charges assessed in accordance with this Declaration, not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien herein retained against the Lot. Interest, late fees, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each

Lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Association. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments. In addition to judicial foreclosure of the lien hereby retained, in the event of nonpayment by any Owner, of any portion of such Owner's assessment or other charges, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or otherwise.

Section 7.9. Subordination of the lien to mortgages. To secure the payment of the annual maintenance assessment and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots a Vendor's Lien for the benefit of the Association on behalf of such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant or the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment only as to payments which became due prior to such sale or transfer.

Section 7.10. Owners' Easement of Enjoyment. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to an Owner's particular Lot. These easements of enjoyment are subject to the following provisions:

1) The right of the Association to charge reasonable admission and other fees for the use of designated recreational facility(s) situated upon the Common Area(s), if any, that the Owner(s) may elect to use; failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.

2) The right of the Association to suspend the voting rights and right to use the Common Area(s), if any, of an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rules and regulations for the use of the Common Area(s), if any, within its jurisdiction, including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

3) The right of the Association to dedicate, sell or transfer all of any part of the Common Area(s), if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the instrument(s) has been approved by at least two-thirds (2/3) of the votes entitled to be cast by those Members of each class of membership in the Association who are present and voting in person or by proxy at a special meeting of the Association's membership called for the purpose of considering such proposed dedication, sale or transfer, at which special meeting a quorum is present in person and/or by proxy. No such dedication or transfer shall be effective unless an instrument (evidencing the membership's agreement to such dedication or transfer) has been recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

4) The right of the Association to borrow money and, in connection therewith, to mortgage, pledge, deed in trust or hypothecate any or all of the Common Area(s) as security for money borrowed or debts incurred; provided, however, that no portion of the Common Area(s) may be used as collateral for any money owed or debt incurred by the Association, unless such action has been approved by at least two-thirds (2/3) of the votes entitled to be cast by those Members of each class of membership in the Association who are present and voting in person or by proxy at a special meeting of the Association's membership called for the purpose of considering such action, at which special meeting a quorum is present in person and/or by proxy.

5) The right of the Association to collect and disburse those funds as set forth in Article VII hereof.

6) Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area(s), if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VIII ENFORCEMENT

Notwithstanding any other provision contained herein, certain rights, powers and authorities, including the right to approve or withhold approval of certain actions proposed under this Declaration, have been reserved herein to be exercised by the Declarant and/or by the Association, respectively. The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of the Association and of any subsequent Owner of a Lot or Lots in the Subdivision, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. Upon any violation or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association, the Declarant or any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. The Association, the Declarant or Lot Owner who successfully prosecutes such an action at law or in equity shall be entitled to recover

from the defendant any and all costs, fees and expenses, including attorney's fees, incurred in compelling compliance with the covenants or restrictions. Failure by the Association, by the Declarant or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

The Association is authorized and empowered to enforce the use restrictions enumerated in Article IV, as well as to enforce the other provisions set forth in this Declaration. The Association shall have the right to bring an action at law or in equity to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter approved pursuant to the provisions hereof. In the event of enforcement action by the Association, the Association shall be entitled to collect its costs, expenses and attorney fees incurred in enforcing this Declaration from the Owner. In the event an Owner fails to reimburse the Association for the costs, expenses and attorneys fees actually incurred by the Association in securing enforcement upon being billed therefor by the Association, then such failure shall give rise to the same Owner's liability and the same Association's lien rights and shall be subject to the same subordination as set forth hereinafter in the case of assessments. In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or occupant of any Lot in this Declaration, and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the Lot, the exterior of the Dwelling, the fence and any other improvements located thereon. To the extent necessary to prevent rodent or vermin infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter upon such Lot without liability for trespass, any tort or otherwise. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing regarding the Lot or improvements thereon necessary to secure compliance with this Declaration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase or occupancy of the Lot to pay such statement within fifteen (15) days of presentment. The cost of such work, plus interest thereon at the rate of ten percent (10%) per annum, shall become a part of the assessment payable by said Owner(s) and payment thereof shall be secured by the maintenance lien herein retained. The Association, its directors, officers, agents, contractors, representatives and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass, any tort or otherwise, in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE IX
SEVERABILITY, GENDER AND GRAMMAR,
INTERPRETATION AND OMISSIONS

The invalidity, abandonment or waiver of any one (1) of these covenants, reservations, easements or restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other legal entities, individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE X TERM AND AMENDMENT

The covenants, conditions, restrictions and provisions of this Declaration shall run with and bind the land, shall be binding upon all parties and all Owners, and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Association, the Declarant and/or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of forty (40) years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each.

This Declaration may be amended within ten (10) years from the date that this Declaration is recorded by receiving the approval at least two-thirds (2/3) of the votes entitled to be cast by those Members who are present and voting in person or by proxy at a special meeting of the Association's membership called for the purpose of considering such proposed amendment, at which special meeting a quorum is present in person and/or by proxy; provided, however, that no such amendment shall be effective unless Declarant, in its sole discretion, consents in writing to any such amendment (which consent may be withheld by Declarant, in Declarant's sole discretion. If this Declaration is amended in the preceding manner, such amendment shall be evidenced by a written instrument signed and acknowledged by two (2) officers of the Association certifying that the required approval has been obtained and attaching thereto the signed ballots or proxy/ballots evidencing such approval.

This Declaration may be amended during the second ten (10) year period of the initial forty (40) year term by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots within LAKE SHORE HARBOUR, SECTION ONE, and thereafter by an instrument signed by the owners of not less than a majority of the Lots within LAKE SHORE HARBOUR, SECTION ONE.

Notwithstanding the foregoing, so long as there is a Class B membership in the Association, the Declarant may at any time unilaterally amend this Declaration for the purposes of: (1) complying with the requirements of HUD, FHA, VA or any other institutional or governmental agency, lender, purchaser, insurer or guarantor of mortgage loans to enable Subdivision property (and/or property located within the Properties) to qualify for insured or guaranteed mortgage loans; (2) complying with any ordinances, rules, regulations or guidelines of the City of Missouri City; (3) complying with any applicable governmental statute, rule, regulation, or judicial determination; (4) complying with reasonable requirements of any reputable title insurance company so that title insurance coverage may be issued on the Lots; (5) otherwise complying with the requirements of any governmental agency; (6) correcting any typographical or grammatical error, oversight, omission, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration; and (7) otherwise amending this Declaration for any other purpose in furtherance of the general plan and scheme of development as evidenced by this Declaration (provided that any such amendment has no material adverse effect upon any right of an Owner).

Any amendment of this Declaration must be recorded in the Official Public Records of Real Property of Fort Bend County, Texas. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

ARTICLE XI ANNEXATION OF ADDITIONAL PROPERTY

LAKE SHORE HARBOUR, SECTION ONE is a part of a larger tract or block of land owned by Declarant. While Declarant intends to subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same as or similar or dissimilar to any plat covering the Subdivision, or any part thereof, or to this Declaration, as Developer shall, in its sole discretion, desire.

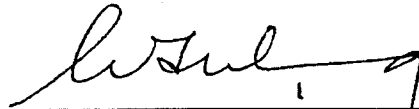
Additional land contiguous to, adjacent to, nearby, or in the general proximity or vicinity of the Subdivision as determined by Declarant (whether such additional land is owned by Declarant or otherwise) may be annexed, and brought within the jurisdiction of the Association, as follows: (a) unilaterally by the Declarant, at Declarant's sole discretion (regardless of whether Declarant then owns a Lot or Lots within the Association's jurisdiction, and without the consent of any other person, entity, Member or Owner), at any time after the date that this Declaration is recorded, provided that (i) a plat of the property to be annexed, containing the residential Lots, property and/or Common Area(s) is processed and duly recorded in the Plat Records of Fort Bend County, Texas and (ii) a separate declaration (e.g., Supplemental Declaration), which may be similar or dissimilar to this Declaration, covering said platted Lots is recorded in the Deed Records of Fort Bend County, Texas, or (b) at any time after the date that this Declaration is recorded, the Association may annex

RECORDED
INDEXED
FEB 15 2007
COUNTY CLERK
FORT BEND COUNTY, TEXAS
OFFICE OF THE COUNTY CLERK
15000 WEST 29TH STREET
HOUSTON, TEXAS 77058

additional residential property, properties or Common Area(s) with the consent of at least two-thirds (2/3) of the votes entitled to be cast by each class of the membership who are present and voting in person or by proxy at a special meeting of the Association's membership called for the purpose of considering such proposed annexation, at which special meeting a quorum is present in person and/or by proxy. Any additions (annexations) authorized hereunder, shall be made by filing of record a declaration of covenants, conditions and restrictions (which declaration need not be approved by the Association or any other person, entity, Member or Owner in the event of an annexation pursuant to sub-paragraph (a) hereinabove) with respect to the additional property or properties, which declaration must impose annual maintenance charges and assessments on the property or properties covered thereby, on a uniform, per Lot basis, substantially equivalent to the maintenance charges and assessments imposed by this Declaration.

EXECUTED effective the 16 day of February, 2004.

VICKSBURG ESTATES, LTD.
a Texas limited partnership

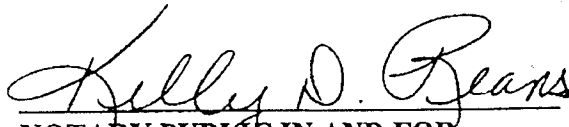
By: 
CLINTON F. WONG, President of GREATMARK INTERNATIONAL, INC., a Texas Corporation, general partner of VICKSBURG ESTATES, LTD.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared CLINTON F. WONG, President of GREATMARK INTERNATIONAL, INC., a Texas Corporation, general partner of VICKSBURG ESTATES, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of such Limited Partnership.

GIVEN UNDER MY HAND AND SEAL on this the 16TH day of FEBRUARY, 2004.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ATTACHMENT "A"

to

Lake Shore Harbour
Section One

Declaration of Covenants, Conditions and Restrictions

STREET TREE GUIDELINES

FOR RESIDENTIAL AND NON-RESIDENTIAL
URBAN DESIGN

July 25, 2001

Revised August 17, 2001



STREET TREE GUIDELINES

Goals for street tree use:

1. Define pedestrian and vehicular space
2. Provide a sense of visual unity
3. Provide shade and limited noise abatement
4. Reduce impact of pavement surface, thus reducing heat and glare
5. Provide a palette of appropriate plant material for street tree planting
6. Establish criteria for continued maintenance and mitigation of conflict with
 - Pavement
 - Utilities
 - Traffic Control Devices
 - Street Lighting
 - Vehicles
 - Visual Obstruction

Attachment A

STREET TREE GUIDELINES GOALS

The following is a list of trees considered to be appropriate for street tree planting in urban and residential environments. Minimum distances from curb and street lights shall be followed as specified.

Canopy Trees

Common Name	Botanical Name	Min. Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier
American Sycamore	<i>Platanus occidentalis</i>	40'	8'	8'
Baldcypress	<i>Taxodium distichum</i>	25'	10'	10'
Common Hackberry	<i>Celtis occidentalis</i>	30'	4'	4'
Chinese Elm	<i>Ulmus parvifolia</i>	25'	4'	4'
Drake Elm	<i>Ulmus parvifolia 'Drake'</i>	25'	4'	4'
Eastern Redcedar	<i>Juniperus virginiana</i>	8'	8'	8'
Ginkgo	<i>Ginkgo biloba</i>	15'	4'	4'
Green Ash	<i>Fraxinus pennsylvanica</i>	15'	4'	4'
Pecan	<i>Carya illinoensis</i>	40'	4'	4'
Red Maple	<i>Acer rubrum</i>	25'	4'	4'
River Birch	<i>Betula nigra</i>	20'	4'	4'
Shagbark Hickory	<i>Carya ovata</i>	35'	4'	4'
Southern Magnolia	<i>Magnolia grandiflora</i>	15'	6'	6'
Bur Oak	<i>Quercus macrocarpa</i>	35'	4'	4'
Live Oak	<i>Quercus virginiana</i>	35'	4'	4'
Shumard Oak	<i>Quercus shumardii</i>	25'	4'	4'
Pin Oak	<i>Quercus palustris</i>	15'	4'	4'
Texas Red Oak	<i>Quercus texana</i>	30'	4'	4'
Water Oak	<i>Quercus nigra</i>	30'	4'	4'
Willow Oak	<i>Quercus phellos</i>	20'	4'	4'

* In no case shall any tree be planted closer than 3' from back of curb or closer than 2' from sidewalks.

STREET TREE GUIDELINES

Ornamental Trees

Common Name	Botanical Name	Min. Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier
American Holly	<i>Ilex opaca</i>	4'	3'	3'
Calley Pear	<i>Pyrus calleryana</i>	5'	3'	3'
Chinese Pistache	<i>Pistacia chinensis</i>	4'	3'	3'
Golden Rain Tree	<i>Koelreuteria bipinnata</i>	5'	3'	3'
Chinese Fringe Tree	<i>Chionanthus virginicus</i>	4'	3'	3'
Crabapple	<i>Malus spp.</i>	4'	3'	3'
Crape Myrtle	<i>Lagerstroemia Indica</i>	4'	3'	3'
Japanese Persimmon	<i>Diospyros kaki</i>	4'	3'	3'
Mexican Plum	<i>Prunus mexicana</i>	4'	3'	3'
Parsley Hawthorn	<i>Crataegus marshallii</i>	4'	3'	3'
Savannah Holly	<i>Ilex opaca 'Savannah'</i>	4'	3'	6'
Sweet Bay Magnolia	<i>Magnolia virginiana</i>	5'	6'	6'
Lily Magnolia	<i>Magnolia liliiflora</i>	5'	6'	6'
Saucer Magnolia	<i>Magnolia x soulangeana</i>	5'	6'	6'
Star Magnolia	<i>Magnolia stellata</i>	5'	6'	6'

* In no case shall any tree be planted closer than 3' from back of curb or closer than 2' from sidewalks.

MAINTENANCE

The homeowner will be required to maintain street trees by incorporating maintenance requirements into the community's deed restrictions. The homeowner's association will enforce these requirements giving the homeowner written notice to address the issues of maintenance. If the homeowner fails to comply within the specified time period, the homeowners association has the authority to perform the necessary maintenance work at the homeowner's expense.

Maintenance will include the following:

1. Tree pruning will be performed in accordance with city standards when trees block or touch any light pole fixtures, traffic signal, or street signage.
2. Tree pruning will be performed in accordance with city standards if any trees overhang the street causing a conflict with vehicles or pedestrians.
3. Tree pruning will be performed in accordance with city standards when trees block visibility to traffic control devices or signage.
4. Trees will require root pruning if any heaving of sidewalks or pavement occurs and/or tree roots surface.
5. Installation of irrigation systems will be encouraged throughout the development.

ROOT BARRIERS

Root barrier installation shall be required as follows:

1. If any type of tree is installed in less than a 6'X6' root area.
2. If any type of tree is planted closer than 3' from sidewalk.
3. Canopy trees will require a root barrier if planted closer than the distances shown on page 2.
4. Ornamental trees will require a root barrier if planted closer than the distances shown on page 3.
5. No tree shall be planted closer than 3' from curb or 2' from sidewalk with or without root barrier.

CONFLICTS WITH INFRASTRUCTURE

If a tree is damaged due to utility, street, or sidewalk repair, the city will not be held responsible for replacement of the tree or the tree's value. The homeowner and/or homeowners association will not be reimbursed for damage to trees or for tree removal as necessary to facilitate infrastructure repair.

JOINDER OF LIENHOLDER
(Lake Shore Harbour, Section One)

The undersigned, Coastal Banc ssb, Houston, Texas, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

The consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area and Recreational Facilities, subject to the restrictions hereby agreed to.

SIGNED by the undersigned officer of Coastal Banc ssb, hereto authorized, this 17th day of February, 2004.

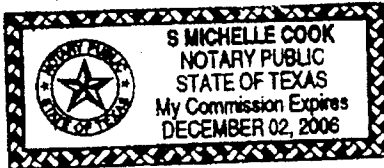
COASTAL BANC SSB

By: James R Franer
Name: James R Franer
Title: Sr. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared James R. Franer, Sr. Vice President of COASTAL BANK SSB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 2004.



S. Michelle Cook
Notary Public in and for the State of Texas
My Commission Expires: 12-02-2006

RET.

Vicksburg Estates, LTD.
7676 Woodway, Suite 238
Houston, Texas 77063

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2004 Feb 17 11:45 AM

2004018461

SF \$79.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

State of Texas
County of Fort Bend
I, Dianne Wilson, County Clerk of Fort Bend County, Texas
do hereby certify that the foregoing is a true and
correct copy of the original record now on file and/or
recorded, by me in the Official records.

2-17-04 Date
DIANNE WILSON, County Clerk
Fort Bend County, Texas

By *Delia B. Chacon* Deputy

DELIA B. CHAGON