

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERIDIANA

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERIDIANA

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERIDIANA (this "Declaration") is made by GR-M1, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant"). Declarant states that this Declaration is made and executed to replace, in total, any prior restrictive covenants affecting the Properties (as defined herein).

Declarant is the sole owner of the Properties. Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of owners of land within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Properties.

Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Properties.

ARTICLE I.

Definitions

Section 1. Specific Definitions.

"Annual Assessment" shall mean the assessment levied pursuant to Article X, Section 2 hereof.

"Assessment" shall mean an Annual Assessment, a Special Assessment, a Reimbursement Assessment, the Capitalization Fee and the Neighborhood Assessments.

"Assessments" shall mean the Annual Assessment, the Special Assessment, the Reimbursement Assessment, the Capitalization Fee and the Neighborhood Assessments, collectively.

"Association" shall mean and refer to Meridiana Community Association, a Texas non-profit corporation, its successors or assigns.

"Board of Directors" or "Board" shall mean the elected body of the Association having its normal meaning under Texas law pertaining to non-profit corporations.

"Builder" shall mean each Owner who (a) purchases a Lot directly from Declarant; (b) is in the construction business; and (c) has a contractual obligation to build a Dwelling Unit on the Lot owned by such Owner.

"Bylaws or By-Laws" shall mean and refer to the By-Laws of Meridiana Community Association, which may be amended from time to time.

"Capitalization Fee" shall mean a charge against a particular Owner for the purpose of funding the Association pursuant to Article X, Section 7 hereof.

"Certificate of Formation" or "Certificate" shall mean and refer to the Certificate of Formation of Meridiana Community Association, as filed with the Secretary of State of the State of Texas.

"Common Area" shall mean all real property and improvements within the Properties, if any, owned, acquired, leased or held by easement or license by the Association, dedicated for the common use of the Owners and/or any other real property and improvements, including, but not limited to, open spaces, greenbelt areas and other facilities and areas designated on the Plat and which the Owners may hereafter be entitled to use as determined by the Declarant or the Board, in their sole discretion and which real or personal property may be designated as Common Area by the Declarant, in its sole discretion and/or other property designated from time to time by the Declarant as Common Area, in its sole discretion. Common Area includes Exclusive Common Area, if any.

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

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties, which may be more specifically determined by the Board of Directors and the Architectural Control Committee.

"Declarant" shall mean GR-M1, Ltd., a Texas limited partnership, its successors and assigns.

"Development Period" shall mean and refer to the period of time during which the Declarant reserves the right to facilitate the development, construction, and marketing of the Properties and the right to direct the size, shape, and composition of the Properties; which period of time begins upon the recordation of this Declaration in the Real Property Records of Brazoria County, Texas, and shall terminate on the earlier of: (i) the date on which construction of a single family home on each Lot within the Properties has been completed and the single family home is occupied; or (ii) such earlier date as may be established by Declarant in a written instruction instrument recorded by Declarant in the Real Property Records of Brazoria County, Texas.

"Dwelling Unit" shall mean a residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage. A mobile home is not a Dwelling Unit.

"Exclusive Common Area" shall mean and refer to certain real and personal property which the Association now or hereafter owns or otherwise has possessory or use rights for the exclusive use and benefit of one (1) or more, but less than all, Neighborhoods, as more particularly described in Article II, Section 4 of this Declaration.

"Improvement to Property" includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, Dwelling Unit or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Minimum Construction Standards, or Rules and Regulations.

"Improvements" shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a Dwelling Unit, buildings, outbuildings, tennis courts, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, drainage culverts, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, basketball goals, mailboxes, flagpoles, or any other type of pole, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

"Lot" shall mean and refer to any plot or tract of land shown upon any recorded map(s) or plat(s) of the Properties, as same may be amended from time to time, which is designated as a lot therein and which is or will be improved with a Dwelling Unit in conformity with the building restrictions set forth herein.

"Maintenance Fund" shall mean any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and any Supplemental Declaration together with interest, attorneys' fees, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Declaration and any Supplemental Declaration.

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

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

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

"Mortgagor" shall mean and refer to any Owner who gives a Mortgage.

"Neighborhood" shall mean and refer to each separately developed residential area in the Properties comprised of one (1) or more housing types, whether or not governed by an additional owners association, in which owners may have common interest other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, a gated portion or section within the Properties.

"Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article X, Section 8, of this Declaration.

"Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Mortgagee or other party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to each Owner unless otherwise conveyed to a specific Person in writing, with a copy of such written authority given to the Association.

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

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

"Plat" or "Plats" shall mean the official plat or plats of: (i) Meridiana, Section 1, recorded under Document Number 2015049506 of the Map or Plat Records of Brazoria County, Texas; (ii) Meridiana, Section 2, recorded under Document Number 2015049483 of the Map or Plat Records of Brazoria County, Texas; (iii) Meridiana, Section 4, recorded under Document Number 2015049480 of the Map or Plat Records of Brazoria County, Texas; and (iv) Meridiana, Section 5, recorded under Document Number 2015049496 of the Map or Plat Records of Brazoria County, Texas; as same may be amended or replatted, and any plats for real property subsequently annexed into the Properties as set forth herein.

"Property" or "Properties" shall mean the real property described on the Plats, together with any improvements thereon or appurtenances thereto. "Property" or "Properties" includes such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

"Reimbursement Assessment" shall mean a charge against a particular Owner and his Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Article X, Section 6, hereof.

"Rules and Regulations" shall mean those rules and regulations which may be established from time to time by the Declarant or the Board of Directors pursuant to this Declaration.

"Special Assessment" shall mean a charge against a particular Owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, as more particularly described in and imposed by Article X, Section 4, hereof.

"Supplemental Declaration" shall mean any amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

"The Guidelines" mean the Guidelines for New Home Construction and Modifications to Home and Property adopted by the Declarant or the Board of Directors pursuant to Article VII, Section 4 hereof, as same may be supplemented and amended from time to time.

Section 2. Other Defined Terms. Other terms which are defined herein shall have the meanings given in this Declaration.

ARTICLE II.

Easement of Enjoyment

Section 1. Use of Common Area. Each Owner shall have a nonexclusive right and easement of enjoyment to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) This Declaration, as it may be amended from time to time;

(b) Any restrictions or limitations contained in any deed conveying such Common Area to the Association;

(c) The right of the Declarant or the Board to limit the number of guests who may use the Common Area, and to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;

(d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area (i) for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and (ii) for a period not to exceed sixty (60) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, By-Laws, or Rules and Regulations of the Association;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of user fees established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The right of the Association to grant easements pursuant to Article IV, Section 11 hereof; and

(j) The right of the Association to enter into and execute contracts with any party (including without limitation, Declarant or its affiliates) for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

Section 2. Delegation. Any Owner may delegate his or her right of use and enjoyment of Common Area to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot must provide written notice to the Association conveying such privileges of use to Common Areas.

Section 3. Conveyances to the Association. Declarant may retain the legal title to easements or fee simple parcels designated or to be designated as Common Area. Declarant may, at any time after the date hereof, convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration; provided,

however, such parcels shall be conveyed to the Association by the Declarant free and clear of all encumbrances, except such encumbrances as may be set forth herein or on the Plat.

Section 4. Exclusive Common Areas. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use of Owners and occupants of Lots within a particular Neighborhood or Neighborhoods. All costs associated with the operation, maintenance, repair, replacement and insurance of Exclusive Common Area shall be assessed as a Neighborhood Assessment, as defined herein, against the Owners of Lot in only those Neighborhoods to which the Exclusive Common Area is assigned. By way of illustration and not limitation, Exclusive Common Area may include entry gates and private streets or permanent access easements intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments.

The exclusive use of any Exclusive Common Area may be designated in the deed conveying the Common Area to the Association or on the recorded plat relating to such Common Area. In addition, a portion of the Common Area may be designated as Exclusive Common Area of a particular Neighborhood or Neighborhoods by the Declarant or the Board.

Section 5. Restricted Access. All entrance(s) and exit(s) to and from the private streets or permanent access easements in the Properties to public street(s) may, at all times be restricted by use of one (1) or more electronic gate(s) or other means (the "Gate"). Owners within the particular Neighborhood having access through the Gate will be given an access device or code to operate the Gate(s) upon such terms reasonably acceptable to the Association. Such Owner may receive no more than one (1) device per occupant vehicle owned and will promptly return the device(s) to the Association upon the occupant no longer occupying any Lot within the particular Neighborhood having access through the Gate(s).

Section 6. Construction of Common Area Improvements. Declarant may construct, certain facilities and improvements as part of the Common Area, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the termination of the Class B membership, Declarant shall have the absolute right to, from time to time, in its sole discretion, construct additional improvements and facilities on the Common Area and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities or improvements on the Common Area as they are contemplated as of the date hereof. Declarant is the sole judge of all matters concerning the Common Area until the Class B membership terminates, including the plans, specifications, design, location, completion schedule, materials, size and contents of the facilities and improvements or changes to any of them.

Section 7. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations, who may, but are not required to be, members of the Association. Prior to the expiration of the Class B membership, the Declarant, and thereafter the Association, has the right, at any time and all times, and from time to time, to further additionally provide and make the Common Area available to other

individuals, persons, firms or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 8. Indemnification. The Association and Owners each covenant and agree, jointly and severally, to indemnify, defend and hold harmless Declarant, the Association, their respective officers, directors, parent and/or subsidiary entities, partner(s) and any related persons or corporations, and their employees, professionals and agents from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Area property or other property serving the Association and improvements thereon, or resulting from or arising out of activities or operations of Declarant or of the Association, or of the Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be considered operating costs of the Association to the extent such matters are not covered by insurance maintained by the Association. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION IN THIS SECTION PROTECTS DECLARANT AND THE ASSOCIATION (AND ANY PARENT OR SUBSIDIARY OR RELATED ENTITY OF ANY OF THEM) FROM THE CONSEQUENCES OF THEIR RESPECTIVE ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, DECLARANT'S AND/OR THE ASSOCIATION'S NEGLIGENT ACTS OR OMISSIONS, TO THE FULLEST EXTENT ALLOWED BY LAW.

ARTICLE III.

Establishment of General Plan

Section 1. General Plan and Declaration. This Declaration is hereby established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Properties, and for the purpose of enhancing and protecting the desirability and attractiveness of the Properties. The undersigned Owners, for themselves, their heirs, executors, administrators, legal representatives, successors, and assigns hereby declare that the Properties and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Areas in the Properties shall be subject to the jurisdiction of the Association.

Section 2. Equitable Servitudes. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Properties, as a servient estate, for

the benefit of each and every other Lot and parcel of Common Area within the Properties, as the dominant estate.

Section 3. Covenants Appurtenant. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall be binding upon and inure to the benefit of: (a) the Properties; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons (including Owners) having, or hereafter acquiring, any right, title, or interest in all or any portion of the Properties and their heirs, executors, successors, and assigns.

ARTICLE IV.

Management and Operation of Properties

Section 1. Management by Association.

(a) Generally. The affairs of the Properties shall be administered and managed by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Properties as herein provided for and as provided for in the Certificate of Formation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Certificate of Formation and the Bylaws, the Certificate of Formation shall control; and in the event of a conflict between the Certificate of Formation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The principal purposes of the Association are the collection, expenditure, and management of the Maintenance Fund, enforcement of the restrictions contained herein and in Supplemental Declarations, ensuring architectural control of the Lots, and establishing a method for the administration, maintenance, preservation, use and enjoyment of the Properties.

(b) Additional Powers of the Association. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Properties as the Board deems reasonably necessary or appropriate to maintain and operate the Properties in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. The Declarant and the Association, acting through its Board of Directors, shall each also have the power to make and to enforce Rules and Regulations governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any.

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

and consistent with the Community-Wide Standard. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor, automobile, ATV or other motorized vehicle, shall be permitted on Common Area, except equipment necessary for the construction, maintenance and repair of said Common Area by the Association or except as otherwise permitted by the Board of Directors.

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

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

Section 2. Board of Directors. The business and affairs of the Association shall be managed by and the decisions and actions of the Association shall be made or taken by the Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Certificate of Formation, or the Bylaws.

Section 3. Membership in Association. Each Owner, whether one person or more, of a Lot shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes. Membership in the Association shall not include Mortgagees or other persons having an interest merely as a security for the performance of an obligation. Each Owner is required to provide and maintain at all times with the Association, or its designated management agent, current information regarding such Owner's address, phone number and email address and the name, address, phone number and email of the occupant or property manager, if any, of each Lot owned.

Section 4. Voting and Membership Limitations. The Association shall have two (2) classes of Members:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by such Member in the Properties; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised by them as they among themselves determine but in no event shall more than one (1) vote be cast with regard to any Lot owned by a Class "A" Member.

(b) Class "B". The Class "B" Member shall be Declarant. The Class "B" Member shall be allowed twenty (20) votes for each Lot in the Properties owned by Declarant. All Class "B" votes shall cease to exist and automatically be converted to Class "A" votes on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of Class "A" votes in entitled to be cast with respect to the Properties equals the total number of Class "B" votes entitled to be cast with respect to the Properties;

(ii) Twenty-five (25) years from the date the Declaration is filed in the Office of the County Clerk of Brazoria County, Texas; or

(iii) At such earlier time as the holder of the Class "B" votes may, in its sole discretion, elect.

(c) Reinstatement of Class "B" Votes. Notwithstanding the prior provisions of Section 4(b) above, if additional property is made subject to the jurisdiction of the Association pursuant to a Supplemental Declaration, such that Declarant owns more than five percent (5%) of the total of all Lots, then the provisions in the first sentence of said paragraph (b) of Section 4, shall be automatically reinstated ipso facto.

Section 5. Voting. Unless otherwise stated herein, in the Certificate, in the By-Laws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the total eligible votes of all Members represented in person or by proxy at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon.

Section 6. Compensation of Board. No person serving on the Board shall be entitled to compensation for services performed; however, (a) any member of the Board may be reimbursed for his actual expenses incurred in the performance of his duties, and (b) the Board may employ one or more architects, engineers, land planners, management companies, accountants, bookkeepers, collection agencies, attorneys or other consultants to assist the Board in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Board, such payment to be made out of the Assessments.

Section 7. Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose

of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after notice, of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by levying and collecting, after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (f) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

Section 8. Limitation on Liability. The officers of the Association and Board members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Board members may also be Members of the Association). Further, a member of the Board shall not be liable to the Association, any Member, or any other person for any action taken or not taken as a member of the Board if he acts in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Association. The officers of the Association and the members of the Board shall also be entitled to the benefit of any provision limiting their liability provided by the By-Laws and the Texas Business Organizations Code.

Section 9. Reimbursement of Declarant. Recognizing that the Association may have to be subsidized by Declarant, the Board (whether the Board is the same as Declarant, his agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Board's fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association; provided, however, such promissory notes shall not be secured by a lien on any of the Common Area conveyed by Declarant to the Association.

Section 10. Indemnification.

(a) Generally. Except as provided in Subsection (f) of this Section 10, the Association shall defend and indemnify every officer, member of the Board and committee member and their respective agents, managers or administrators (each, an "Indemnified Party") against any and all liabilities and expenses, including legal fees, incurred by or imposed upon such Indemnified Party in connection with any action, claim, demand, suit, or other proceeding (each a "Proceeding") to which he or she may be a party by reason of being or having been an officer, Board member, agent or committee member. This indemnification shall also apply to any liability and expense incurred

with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The Association shall also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Association, except to the extent such indemnified Party may also be a Member of the Association.

(b) Continuation. Indemnification under this Section 10 shall continue as to each Indemnified Party who has ceased to serve in the capacity which initially entitled such Indemnified Party to the indemnity hereunder. The rights granted pursuant to this Section 10 shall be deemed contract rights, and no amendment, modification or repeal of this Section 10 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

(c) Advance Payment. The right to indemnification conferred in this Section 10 shall include the right to be paid or reimbursed by the Association the reasonable expenses incurred by an Indemnified Party who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Party's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Association of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 10 and a written undertaking, by or on behalf of the Indemnified Party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified under this Section 10 or otherwise.

(d) Appearance as a Witness. Notwithstanding any other provision of this Section 10, the Association may pay or reimburse expenses incurred by an Indemnified Party in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section 10 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.

(f) Limitation on Indemnification. No indemnification shall be provided under this Section 10 to any Indemnified Party with respect to any Proceeding in which an Indemnified Party shall be determined not to have acted in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner which he does not believe to be in the best interests of the Association. However, it is the intent of this Section 10 not to subject an Indemnified Party to standards of any professional background they may have and therefore not subject such Indemnified Party to any professional liability. An Indemnified Party is intended to serve as a volunteer regardless of their professional background.

Section 11. Power to Grant Easements. Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other easements, in, on, over, or under the Common Area.

Section 12. Inspection of Records. The Members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours pursuant to such rules or guidelines promulgated by the Declarant or the Board of Directors from time to time.

Section 13. Right of Entry: Enforcement by Self Help. The Association shall have the right, but not the obligation, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any unoccupied, vacant or abandoned Lot, including any Improvements located thereon, if deemed reasonably necessary by the Board of Directors of the Association for emergency, health, safety and/or security purposes to make repairs to Improvements, secure the Properties or abate or remove things or conditions which are potentially hazardous or which violate any provisions of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

Section 14. Powers of the Association with Respect to Neighborhoods. Notwithstanding anything contained herein to the contrary, the Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard.

ARTICLE V.

Maintenance

Section 1. Association's Responsibility.

(a) Generally. This maintenance may include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, entrance monuments and improvements, situated upon the Common Area, perimeter walls and perimeter fencing situated upon the Common Area or upon Lots which are located along the perimeter of the Properties (such perimeter walls and perimeter fencing to be owned for the Association), private streets and permanent access easements, if any, landscaped medians within public rights-of-way throughout the Properties, detention ponds and detention areas, lakes, landscaping and other flora on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), and such portions of any additional property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) Maintenance Easements. There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill the Association's maintenance responsibility described in this Article V.

(c) Maintenance Expenses. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement performed by the Association shall be a Common Expense to be allocated among all Lots as part of the Assessment, notwithstanding that the Association may be entitled to reimbursement from the owners(s) of certain portions of the Property pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

(d) Additional Maintenance Responsibility. The Association shall also be responsible for maintenance, repair and replacement of any property within the Properties to the extent designated in any Supplemental Declaration affecting the Association. The Association may also assume maintenance responsibilities with respect to any Common Area that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties.

(e) Lake. Certain of the Lots on the Property, each of which will be independently owned and conveyed, and upon which residences are intended for development, use, and occupancy (each of such Lots being called a "Lake Lot"), will surround, in whole or in part, one or more man-made lake(s) located on the Property (a "Lake"). With this Declaration, Declarant desires to provide for covenants and easements encumbering each Lake Lot in order to provide for the maintenance and administration of the Lake and any reserves or Common Area surrounding or adjacent to a Lake.

(i) Easement for Lake Maintenance. Declarant hereby reserves for itself and for the Association a perpetual, non-exclusive right and easement of use and access over each Lake Lot as reasonably necessary to enter upon each Lake Lot and to use each Lake Lot to perform maintenance and repairs on the Lake and/or any reserves surrounding or adjacent to a Lake.

(ii) Easements for Flood Water. Declarant hereby reserves for itself and the Association a perpetual, non-exclusive right and easement of access and encroachment over each Lake Lot, in order to (a) temporarily flood and back water upon and maintain water over such areas on each Lake Lot and (b) alter in any manner and generally maintain the Lake and/or any reserves surrounding or adjacent to a Lake.

(iii) Exercise of Easement Rights. All work or other activity associated with the exercise of the rights and easements described in this Section 1(e) shall be performed so as to minimize interference with the use and enjoyment of the Lake Lots. Upon completion of work, Declarant or the Association shall restore the Lake Lot, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these rights and easements shall not

extend to permitting entry into the structures on any Lake Lot or to permitting unreasonable interference with the use of any Lake Lot. Except in an emergency, entry onto any Lake Lot shall be made only after notice to the Owner or occupant of the Lake Lot, if known.

- (iv) Covenants and Restrictions. No dock, pier, bulkhead, or other similar improvement may be constructed or otherwise installed in the Lake from or on any Lake Lot; provided, Declarant, or the Association may construct or install such improvements in the Lake or on property which extends into the Lake from property owned by Declarant or the Association.
- (v) Disclosures and Disclaimers.

(A) Water Level of the Lake; Flooding and Use of Easement Rights. Each Owner of a Lake Lot understands and acknowledges that fluctuations in ground water elevations and other factors will cause the water level of the Lake to rise and fall. Declarant and/or the Association have no control over ground water elevations, over the effect of ground water elevations on the water levels of the Lake or over water levels of the Lake. EACH OWNER OF A LAKE LOT AGREES THAT NEITHER DECLARANT NOR THE ASSOCIATION NOR THE PAST, PRESENT OR FUTURE PARTNERS, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, OR ASSIGNS OF EITHER (COLLECTIVELY, THE "DECLARANT/ASSOCIATION PARTIES"), SHALL BE LIABLE TO ANY OWNER OF A LAKE LOT OR ANY OTHER PERSON FOR ANY LOSS, CLAIM, DEMAND, DAMAGE, COST, OR EXPENSE OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES, RELATED TO OR ARISING OUT OF FLUCTUATIONS IN THE WATER LEVELS IN THE LAKE, FLOODING OR THE REASONABLE USE OF THE RIGHTS AND EASEMENTS GRANTED HEREIN (COLLECTIVELY, THE "CLAIMS"). EACH OWNER OF A LAKE LOT WAIVES AND FOREVER RELEASES EACH OF THE DECLARANT/ASSOCIATION PARTIES FROM EACH OF THE CLAIMS.

(B) Use of the Lake. Use of the Lake is subject to such rules, regulations, and restrictions as Declarant or the Association may impose and record in the Real Property Records of Brazoria County, Texas. Each Owner of a Lake Lot, each occupant of a Lake Lot, and each Person using the Lake is responsible (i) for reading and understanding the rules and regulations and amendments; and (ii) for his or her own safety and for the safety of all Persons under their control when using the Lake, and (iii) all of these Persons shall be solely responsible for all injury, including personal injury, death and property damage, relating to or arising out of use of the Lake. Neither Declarant nor the Association is the guardian or insurer of the safety of Persons who use the Lake. NEITHER DECLARANT NOR THE ASSOCIATION NOR THE PAST, PRESENT OR FUTURE PARTNERS, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, OR ASSIGNS OF EITHER, SHALL BE LIABLE FOR ANY LOSS, CLAIM, DEMAND,

DAMAGE, COST, OR EXPENSE OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES, RELATED TO OR ARISING OUT OF THE PRESENCE OF OR USE OF THE LAKE.

(f) Easement Regarding Association Fences. Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose of constructing, maintaining, operating, repairing, removing and re-constructing a perimeter fence or wall under, across and through a 5' strip of the perimeter Lots which are located along the perimeter of the Properties (such 5' strips being located upon such lots and being immediately adjacent to the perimeter of the Properties) and such other locations as determined by Declarant or the Association, on which 5' strips the Declarant or the Association may construct such perimeter wall or perimeter fencing. Prior to the construction of the perimeter fence or perimeter wall, the Declarant and/or the Association shall have the right to go over and across the portions of the Lots which are adjacent to such 5' easement strips for the purpose of performing surveys and other such necessary pre-construction work. After the construction of the perimeter fence or perimeter wall, Declarant and/or the Association, from time to time, and at any time, shall have a right of ingress and egress over, along, across and adjacent to said 5' easement strips for purposes of maintaining, operating, repairing, removing, re-constructing, and/or inspecting the perimeter fence or perimeter wall. The Owners of the Lots shall have all other rights in and to such 5' easement strip located on each Owner's respective Lot; provided however, such Owner shall not damage, remove or alter the perimeter fence or perimeter wall or any part thereof or pile dirt or mulch or plant or allow trees, shrubs or vines to grow within one (1) foot of the perimeter fence or perimeter wall without first obtaining written approval from the Declarant and/or the Association with respect to any such action, such approval to be at the Declarant's and/or the Association sole discretion.

Section 2. Owner's Responsibilities.

(a) Generally. Each Owner shall maintain his or her Lot and all structures, driveways, parking areas, fencing (except fencing or walls constructed by the Declarant or the Association and located along the perimeter of the Properties) and other Improvements on the Lot in a neat, orderly condition. Owners of Lots which are adjacent to any portion of the Common Area on which walls, or fences, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of the boundary. Owners of Lots adjacent to any roadway within the Properties shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries, and shall maintain landscaping on that portion of the Common Area, if any, or right-of-way between the Lot boundary and the back-of-curb of the adjacent street.

(b) Standard of Maintenance by Owner. All maintenance required by this Section 2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or pursuant to any Supplemental Declaration affecting such Lot.

(c) Enforcement of Owner's Responsibilities. In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence

to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and/or the exterior of the residence, not limited to include gutters, siding, broken windows, fencing, mowing, etc., and any other existing Improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. Any and all related costs, including but not limited to legal fees, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of a Reimbursement Assessment payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein and the Association is hereby granted an easement over the Lots to perform such exterior maintenance and other work.

Subject to Article IV, Section 14 hereof, each Neighborhood, upon affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may require that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood. In such event, the Association shall provide such services and the cost of such services shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment pursuant to Article X hereof.

ARTICLE VI.

No Partition

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

ARTICLE VII.

Architectural Approval

Section 1. Architectural Control Committee. As used in this Declaration 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 until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor to Declarant); or (b) such date as Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members of the Architectural Control Committee. Members of the Architectural Control Committee may, but

need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time by the Declarant and shall serve until resignation or removal by Declarant. The initial members of the Architectural Control Committee are Daniel Joseph Naef, Mathew K. Lawson and Brian Aarseth. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

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

Section 3. Address of Committee. The address of the Architectural Control Committee shall be at the office of the Declarant or such other address determined by the Architectural Control Committee from time to time.

Section 4. Submission of Plans. Before commencement of work to accomplish any proposed Improvement to Property, the Owner proposing to make such Improvement to Property (the "Applicant") shall submit to the Architectural Control Committee at its offices, copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Declarant or the Board ("The Guidelines"). The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

Section 5. Criteria for Approval. The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Properties, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The Architectural

Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

Section 6. The Guidelines. The Declarant or the Board from time to time may supplement or amend The Guidelines. The Guidelines serve as a guideline only and the Declarant and the Board may impose other requirements in connection with its review of any proposed Improvements. If The Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of The Guidelines shall control.

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

Section 8. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed denied by the Architectural Control Committee, unless approval is transmitted to the Applicant by the Architectural Control Committee within thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials. The Architectural Control Committee shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or The Guidelines.

Section 9. Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Architectural Control Committee. Failure to complete the proposed Improvement to Property within three (3) months after the date of approval or such other period of time as shall have been designated in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of ten (10) days following completion of the exterior.

Section 10. Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement to Property before commencement, during implementation or construction and after completion.

Section 11. Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy or remove the noncompliance within the period of time set forth therein.

Section 12. Correction of Noncompliance. If the Architectural Control Committee finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Office of the County Clerk of Brazoria County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

Section 13. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

Section 14. Power to Grant Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article VIII of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to

the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned.

Section 15. Compensation of Architectural Control Committee. The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

Section 16. Delegation of Authority. It is understood that the Architectural Control Committee may delegate all or part of its authority hereunder to review the documents submitted to it and that the Architectural Control Committee may retain the services of architects, engineers and others (and Owners shall pay all fees) from time to time for the purpose of reviewing such documents and making recommendations as to approval, disapproval or modification thereof.

Section 17. Authority to Charge Fees. The Architectural Control Committee may charge and collect a reasonable fee for processing an application submitted to the Architectural Control Committee for approval. Such charges shall be payable at the time and place and in the manner prescribed by the Architectural Control Committee. The Architectural Control Committee also may charge and collect such other fees or deposits as are reasonable and necessary. All fees and deposits are subject to change by the Architectural Control Committee without prior notice.

Section 18. Non-liability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee. In reviewing any matter, the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

Section 19. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction,

nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Properties.

ARTICLE VIII.

Architectural Restrictions

Section 1. Dwelling Unit Size. Each single-story Dwelling Unit constructed on a Lot shall contain a minimum number of square feet of living area (exclusive of porches and garages) as set forth in The Guidelines. Each multi-story Dwelling Unit constructed on a Lot shall contain a minimum number of square feet of living and air conditioned area (exclusive of porches and garages) as set forth in The Guidelines with a minimum number of square feet of living and air conditioned area (exclusive of porches and garages) on the first floor of any multi-story Dwelling Unit as set forth in The Guidelines.

Section 2. Height and Character of Dwelling Unit. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage as provided in Section 7.

Section 3. Location of Dwelling Unit and Improvements. No Dwelling Unit or Improvement shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or waterway than as may be indicated on the Plat; provided, however, as to any Lot, the Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Brazoria County, Texas.

The minimum dimensions of any Lot and the building set back lines shall be as set forth in The Guidelines (provided, any conflict with the building set back lines set forth on the Plat shall be controlled by the Plat).

No Dwelling Unit nor any part thereof shall encroach upon any utility easement. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the Dwelling Unit; provided, however, this shall not be construed to permit any portion of a Dwelling Unit or Improvement to encroach on any other Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Architectural Control Committee, each Dwelling Unit will face the front of the Lot, and each detached or attached garage will either face upon the front lot line or face upon a line drawn perpendicular to the front lot line, and shall not be located nearer to the front lot line than the minimum building setback lines shown on the recorded Plat and as set forth in The Guidelines. Driveway access will be provided from the front of the Lot only, except that said access may be provided to corner Lots from a side street.

Section 4. Exterior Walls and Chimneys. Exterior walls may be of masonry, brick, wood or other suitable material approved by the Architectural Control Committee and, unless otherwise approved by the Architectural Control Committee, the surface area of all exterior walls of the residence and other Improvements shall be as set forth in The Guidelines. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. All chimneys are to be made of brick, masonry or stucco materials as set forth in The Guidelines.

Section 5. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place, and maintain (and allow Builders to erect, place and maintain) such facilities in or upon any portion of the Property as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other Improvements within the Property. The right to use temporary structures in connection with the construction of Improvements may be assigned from time-to-time, in whole or in part, by Declarant to Builders. All permitted temporary structures shall be properly maintained at all times.

Section 6. Drainage. No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that surface water on such Lot drains to any other Lot or the Common Area.

Section 7. Carports/Garages. No carports shall be constructed on any Lot. With the prior written consent of the Architectural Control Committee, a port-o-cache may be approved; however this will be required in addition to a garage. Garages may be attached or detached from the Dwelling Unit. Garage doors on attached garages may be set even with the front of the Dwelling Unit or set back from the front of the Dwelling Unit. All garages shall be: (a) constructed as set forth in The Guidelines; (b) fully operable; (c) capable of housing at least two (2), but not more than four (4) automobiles; and, (d) enclosed by fully functional and operational garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the Builder to a fully enclosed garage capable of housing not less than two (2) or more than four (4) automobiles, with fully functional and operational garage doors. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the Builder upon the sale of such model home, it shall be the obligation of the first purchaser of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model home to a fully enclosed garage with fully functional and operational garage doors. For additional requirements, see The Guidelines.

Section 8. Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot shall have drive-way access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at the

Owner's expense a reinforced concrete driveway from his garage to an abutting street. The Owner shall repair at the Owner's expense any damage to the street associated by connection of the driveway thereto. Access to and from the Lot may only be by use of such approved driveway and approved culvert crossing, if, applicable. In no case shall a ditch be crossed on a regular basis until such culvert crossing is constructed. For additional requirements, see The Guidelines.

Section 9. Drainage. No Owner may block or impede the flow of any drainage ditch whether natural or man-made including, but not limited to, roadway ditches and drainage easements. All culverts shall be installed with sufficient depth to prevent erosion. Each Owner shall be responsible for maintaining all drainage ways (including but not limited to the planting and mowing of grass to the edge of the roadway ditches adjacent to his Lot) homesite in a manner that will encourage the free flowing of water without erosion, including but not limited to the planting and mowing of grass, removal of debris or sediment, and clearing of any obstructions that may develop in said drainage ways or culverts. The Declarant or the Association may remove or repair any culverts, culvert crossings, or other obstructions or impediments; or repair damage from improperly placed culverts at the Owner's expense according to the provisions of Article V, Section 2.

Section 10. Mailbox. The Properties will be served by cluster boxes by U.S. Post Office. Individual Lots may not have mailboxes.

Section 11. Roofs. Unless otherwise approved, the roof of all buildings on the Lot shall be covered with GAF/ELK Prestique II, or equal fiberglass composition shingles with a life of thirty (30) years as defined by the Federal Housing Authority. The color of the composition shingles shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation. Additionally, to further maintain exterior harmony, all chimneys must be finished with materials as permitted by the Guidelines.

Section 12. Grass, Shrubbery and Landscaping. Prior to the sale thereof, the Builder or Owner of each Lot with a residence thereon shall install landscaping as required pursuant to The Guidelines. All grass, plants, and shrubs shall be maintained by the Owner of the Lot. The grass, plants, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee. The landscaping requirements of the Architectural Control Committee may be revised from time-to-time. No landscaping shall be done in the front of any Dwelling Unit in any part of the Properties until the landscape layout and plans shall have been first approved by the Architectural Control Committee. Grass and weeds shall be kept mowed and edged to prevent unsightly appearance. Dead or damaged trees or other shrubbery, which might create a hazard to property or person within the Subdivision shall be promptly removed and repaired. Vacant Lots shall be mowed and maintained in a neat and orderly appearance. For additional requirements, see The Guidelines.

Section 13. Antennas and Dish-Type Devices.

(a) Dish-Type Devices in Excess of One Meter (39 inches). No direct broadcast satellites, multichannel multipoint distribution type devices, and microwave broadband

transmitters and receivers (referred to herein collectively as "Dish-Type Devices") which exceeds one meter (39 inches) in diameter is permitted on any Lot.

(b) Dish-Type Devices of One Meter (39 inches) or Less, Antennas and Related Masts. One (1) Dish-Type Device of one meter (39 inches) or less, television broadcast antennas ("Antennas") and related masts, are permitted to be placed on a Lot provided any such item complies with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot, on or before the installation of any Dish-Type Device, Antenna or related mast provided for in this Section 13(b). Such notification must include the type and color of the Dish-Type Device, Antenna and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan.

If the Owner of a Lot proposes to install a Dish-Type Device, Antenna and any related mast as set forth in this Section 13(b) in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such Owner must submit an application to the Architectural Control Committee and obtain the written approval of the Architectural Control Committee prior to commencing such installation. In connection with the Architectural Control Committee's decision, the Architectural Control Committee shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Architectural Control Committee must be made on a form approved by the Architectural Control Committee and contain such information as may be required by the Architectural Control Committee, including a statement which specifically describes the manner in which it is proposed that such Dish-Type Device, Antenna and related mast will vary from such minimum conditions. The Architectural Control Committee shall endeavor to make its decision regarding the proposed Dish-Type Device, Antenna and any related mast on an expedited basis within seven (7) days after receipt by the Architectural Control Committee of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the Owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

(c) Minimum Conditions. In addition to the foregoing requirements, no Dish-Type Device, Antenna, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions (however, each Minimum Condition shall not apply if it unreasonably delays installation of the applicable Dish-Type Device, Antenna, and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):

a. The Dish-Type Device, Antenna and any mast must be located to the rear one-half (1/2) of the Lot and must serve only improvements on the particular Lot in which it is located.

b. To the extent feasible, the Dish-Type Device, Antenna and any mast, including its base and anchoring structure, shall not extend above the roofline of the house located on the Lot and shall not be visible from the frontage street or any adjoining street.

c. To the extent feasible, no Dish-Type Device, Antenna or mast shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.

d. The Dish-Type Device, Antenna and any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.

e. No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Dish-Type Device, Antenna or mast.

f. No Dish-Type Device or Antenna shall ever be used to send or receive any ham radio signal.

g. No Dish-Type Device or Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

h. The Dish-Type Device or Antenna and any mast shall be one solid color only, either white or black or shades of either brown, gray or tan.

i. Any Dish-Type Device, Antenna or related mast installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

j. If any provision of this Section 13 is ruled invalid, the remainder of the provisions in Section 13 shall remain in full force and effect.

Section 14. Flags and Flagpoles. A professionally installed flagpole, not to exceed twenty (20') feet in height and approved by the Architectural Control Committee may be erected on a Lot. For additional requirements, see The Guidelines.

Section 15. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee, and shall be maintained at all times by the Owner of the Lot upon which it is located.

Section 16. Exterior Lighting. All exterior lighting must be installed pursuant to The Guidelines.

Section 17. Sound Devices. No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

Section 18. Window Treatment. No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be installed pursuant to the Guidelines.

Section 19. Air Conditioners. No window, roof or wall-type air conditioner are allowed.

Section 20. Pools. No above-ground swimming pools shall be erected, constructed or installed. In-ground swimming pools and landscaping therefore must comply with the terms and provisions set forth in The Guidelines.

Section 21. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Architectural Control Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Architectural Control Committee, as appropriate, in accordance with Article VII hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 22. Drainage and Septic Systems. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. Provided, however, the Association hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Properties.

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

Section 24. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation, including but not limited to plastic plants or other artificial or simulated plants, shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance The Guidelines.

Section 25. Playground and Decks. No decks, wooden or otherwise, jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Architectural Control Committee in accordance with Article VII hereof. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Decks, jungle gyms, swing sets or similar playground equipment must be placed on the rear of the Lot no closer to the side and rear lot lines than ten feet (10').

Section 26. Walls, Fences and Hedges. Prior to the completion of a Dwelling Unit upon the Lot, the Lot must be fenced pursuant to the standards and specifications set forth in The Guidelines. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the building set-back line. Unless approved by the Architectural Control Committee, no chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Plat. The Architectural Control Committee has the right to deviate any height restriction and its approval for the style and materials to be used based on the location within the Properties. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Except for perimeter walls and perimeter fencing erected by the Declarant or the Association and located upon the easement referred to in Article V, Section 1(f) hereof, title to any wall or fence shall pass ownership with title to the Lot and, unless it is a perimeter wall or perimeter fence erected by the Declarant or the Association and located upon the easement referred to in Article V, Section 1(f) hereof, it shall be the Owner's responsibility to maintain said wall or fence thereafter in the manner prescribed by the Association. Notwithstanding the forgoing, walls attached to the Dwelling Unit (commonly known as "wing walls") are allowed with prior written approval of the Architectural Control Committee.

Section 27. Exterior Paint. The exterior surfaces of buildings, fences or walls located in the Properties shall not be painted or stained unless the Architectural Control Committee gives its prior written approval of the color of paint or stain to be used; such approval is required even when painting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permitted. Accordingly, the Architectural Control Committee shall not be obligated to approve any color of exterior paint that is different from the original paint applied to the exterior of the buildings. Any perimeter fence or wall shall be maintained in its natural state.

Section 28. Minimum Lot Areas. No Lot shall be resubdivided or replatted without the prior approval of the Board of Directors and in all instances, no Lot shall be less than 5,500 square feet.

Section 29. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Board of Directors, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines

shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a composite building site, provided such easements are not then being used for utility purposes. Any such composite building site, must have a front building set-back line of not less than the minimum front building setback line of all Lots in the same block. For purposes of the Assessments set forth in Article X hereof, such composite building site will be assessed by the number of Lots contained within such composite building site.

Section 30. Development Period. During the Development Period and notwithstanding anything contained herein to the contrary, Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area and other property they own, such facilities, activities, and things as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of homes on the Lots. Such permitted facilities, activities, and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant and Builders authorized by Declarant may park vehicles in areas other than garages or driveways, including on streets. The rights of Builders authorized by Declarant under this Section are subject to Declarant's approval. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge. Sales offices authorized pursuant to this Section shall comply with the standards imposed by the Declarant.

Furthermore, during the Development Period, no rule, regulation or restriction shall be enacted or implemented by the Association or the Board which would limit or otherwise restrict routine home construction.

Finally, during the Development Period, the Declarant reserves the right to facilitate the development, construction, and marketing the Properties and the right to direct the size, shape, and composition of the Properties.

ARTICLE IX.

Use Restrictions

Section 1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by Declarant or the Association). Any Supplemental Declaration imposed on the Properties may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other

apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type (other than occasional bible studies, scout meetings or other similar group meetings), except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. For purposes of these restrictions, a single family residential purposes shall be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and domestic servants; or (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants. A person shall be deemed to be a dependent hereunder only if they are considered to be a dependent by the Internal Revenue Service, such that the person supporting the dependent person properly qualifies for an exemption with regard to federal income taxes, as a result of furnishing such support. It is not the intent of this Declaration to exclude from a Dwelling Unit any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision in this Declaration, is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law. The construction of any outbuilding upon a Lot may not begin until the construction of the main Dwelling Unit upon the Lot has begun and in all circumstances, the main Dwelling Unit must be completed and a certificate of occupancy granted by the appropriate governmental agency prior to the substantial completion of any outbuilding upon the Lot.

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

Section 4. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose

activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties. No musical group may perform or play and no outside instruments may be played without the prior written approval of the Architectural Control Committee.

Section 5. Business Use. No garage sales, moving sales, rummage sales or similar activity (provided, however, an Owner of a Lot may have one total of the following types of sales: (i) garage, (ii) moving, (iii) rummage, of no more than one (1) full weekend during each one (1) year period of ownership) and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Section 6. Definition of "Business" and "Trade". The terms "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot pursuant to Section 8 of this Article IX shall not be considered a trade or business within the meaning of this Section. The definition of "business" and "trade" shall not apply to any activity conducted by Declarant or conducted by a Builder with the approval of Declarant with respect to its development and sale of any and all Lots.

Section 7. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or other approved enclosure.

Section 8. Leasing of Lots.

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

(b) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than ninety (90) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner. The use of the Common Areas and/or recreational facilities is limited to the benefit of one (1) family per residence and the granting of such rights to a tenant excludes the right of the Owner during such period.

Section 9. Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 10. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11. Subdivision of Lots. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

Section 12. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed seven feet (7') in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located

thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or upon any portion of the grassed areas or yard. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Declarant and the Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties. No motor bikes, motorcycles, motor scooters, "go-carts", 3 or 4 wheelers, golf carts or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Declarant or the Board of Directors, as the case may be, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or annoyance.

Section 13. No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the Properties that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

Section 14. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools of equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 15. Removal of Trash and Debris During Construction. Pursuant to The Guidelines and during the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of the Improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay.

Section 16. Lighting. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and three (3) weeks after any commonly recognized holiday for which such lights are traditionally displayed. For additional requirements, see The Guidelines.

Section 17. Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of Improvements or to remove dead or unsightly trees; provided, however, that removal of any tree in excess of a four inch (4") caliper requires the approval of the Architectural Control Committee and the replacement, one for one, of such tree with a tree of equal or greater caliper. Any void, depression or hole created by the removal of dirt or a tree must be filled in accordance with the requirements of the Architectural Control Committee.

Section 18. Damage or Destruction of Improvements. Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such Improvement.

Section 19. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage or trash.

Section 20. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots/streets or the Common Area.

Section 21. Animals. No animals of any kind shall be raised, bred, or kept on any Lot except as hereinafter provided. A total of two (2) dogs, cats, or other typical household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any

objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners, as determined by the Board in its sole discretion; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. Further, no savage or dangerous animals, as determined by the Board in its sole discretion, shall be kept or housed within the Properties. Pets which have a history of harming other pets or residents in the Properties are not allowed. However, the Declarant or the Board (or such other Person as the Declarant or the Board, as the case may be, from time to time may designate) may modify this provisions and allow more than a total of two (2) dogs, cats or other typical household pets. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Area. Any resident who causes an animal to be brought or kept within the Properties shall indemnify and hold harmless the Declarant and the Association for any loss, damage or liability which they may sustain as a result of the presence of such animal within the Properties. The pet owner shall be responsible for repairs of any and all damages or loss resulting from the acts of his or her animal while kept within the Properties. The Board may adopt additional rules and regulations from time to time pertaining to pets within the Properties.

Section 22. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than six (6) square feet which is used to promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Properties as well as other signs the Declarant or the Board deem necessary or desirable in their sole discretion and located on the Common Area. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. The Association shall have the right to enter any Lot and remove any sign, Billboard, poster or advertising device which is not permitted by this Section and in so doing will not be subject to any liability for trespassing or other tort in connection therewith or arising from such removal.

Section 23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted by the Owner of any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted by the Owner of any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted by the Owner of any Lot. Notwithstanding the foregoing, Owners are hereby notified that there are certain designated drill sites shown on the Plat or which are in the vicinity of the Property wherein there may occur the aforementioned oil and mining operations and activities.

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

Section 25. Storage. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or the streets.

ARTICLE X.

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The undersigned Owners hereby covenant, 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:

- (a) Annual Assessments;
- (b) Special Assessments;
- (c) Reimbursement Assessments;
- (d) Capitalization Fee; and
- (e) Neighborhood Assessments.

The Annual, Special, and Reimbursement Assessments, the Capitalization Fee and the Neighborhood Assessments (collectively the "Assessments"), together with late charges as determined by the Board, interest, costs, fines and reasonable attorney's fees, shall also be a charge on the Lot and shall be a continuing lien upon the Properties against which the Assessments are made. Each such Assessment and other charges, together with late charges as determined by the Board, interest, costs, fines and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessments fell due and shall not be affected by any change in the ownership thereof.

Section 2. Annual Assessments.

(a) Generally. Each Lot in the Properties is hereby subjected to an annual assessment (the "Annual Assessment"). The Annual Assessment will be paid by the Owner or Owners of each Lot within the Properties to the Association in advance on or before January 1 of each year. The

rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided, or as the needs for the Properties may, in the judgment of the Association, require. The Annual Assessment shall be assessed on a uniform per Lot basis, except as hereinafter provided for Declarant and any Builder to whom Declarant sells a Lot.

(b) Uses. The Association may use the Maintenance Fund for any purpose provided by this Declaration, including by way of clarification and not limitation, at its sole option, any or all of the following: constructing and maintaining paths, parks, landscape reserves, detention ponds and detention areas, lakes, parkways, easements, esplanades, perimeter walls and fences, cul-de-sac and street medians, mowing the right-of-way areas of unimproved Lots, maintain and operate recreational facilities, food and beverage facilities, payment of all legal and other expenses incurred in connection with the enforcement of all charges, Assessments, covenants, restrictions and conditions affecting the Properties, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing patrol services, caring for vacant Lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Board of Directors to keep the Properties neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Board of Directors in the expenditure of the Maintenance Fund shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation or obligation that any of the above will, in fact, be provided by the Association.

(c) Rendition and Notice. Annual Assessments shall be payable in advance on or before January 1 of each year. The Board of Directors 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 by December 1 preceding the Annual Assessment period. The Annual Assessment period shall begin on January 1 of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing from the Owner. Annual Assessments shall be considered delinquent if not received by January 31 of the year for which the Annual Assessment pertains.

(d) Treatment of Lots Owned by Declarant or Builder. Those Lots which are not and have not been occupied, and which are owned by a Builder or by the Owner who built (or causes to be built) the Dwelling Unit on the Lot shall pay Annual Assessments, Special Assessments and Neighborhood Assessments equal to one-half (1/2) of the full Annual Assessments, one-half (1/2) of the full Special Assessment and the full amount of the Neighborhood Assessment. However, Builder's and others (except the Declarant) are still obligated to fully pay any imposed Reimbursement Assessments. Lots which are owned by the Declarant shall not be subject to any assessment hereunder whatsoever. The rate of assessment for each Lot shall change as the character of ownership and/or the status of occupancy changes. The applicable Annual Assessment and Neighborhood Assessment for each Lot shall be prorated for each calendar year according to the purchase date and rate applicable for each type of ownership of the Lot during that calendar year.

Section 3. Maximum Annual Assessments.

(a) Without Vote of Members. The maximum Annual Assessment for calendar year 2015 shall be in the amount of \$1,050.00 per Lot. Beginning with Annual Assessment for calendar year 2016, the maximum Annual Assessment may be increased once a year by the Board of Directors of the Association, by an amount not to exceed ten percent (10%) over the prior year's Annual Assessment. In the event the Association becomes indebted to the Declarant in any manner, the Board of Directors will be required to assess the Owners the maximum assessment provided for in this Section 3(a) of Article X each year to provide for the repayment to the Declarant until the Declarant has been paid in full.

(b) With Vote of Members. The Annual Assessment may be increased above that allowed by Section 3(a) of this Article X, if, and only if, the increase is approved by the affirmative vote of two-thirds (2/3) of the total eligible votes of the Association present, in person or by proxy, at a meeting duly called for that purpose. Voting may also be handled by any manner allowed by the Bylaws including but not limited to mail ballot as long as the ballots contain the name, property address, and certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.

(c) Recordation of Increase of Annual Assessment. Upon the increase of the maximum Annual Assessment pursuant to the provisions of Section 3(b) of Article X, the Association shall cause to be recorded in the Office of the County Clerk of Brazoria County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of eligible votes as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the levy, the amount of the increased Annual Assessment so authorized, and the date by which the increased Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Annual Assessment so approved shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Office of the County Clerk of Brazoria County, Texas.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Board of Directors may, upon the affirmative vote of two-thirds (2/3) of the total eligible votes of the Association present, in person or by proxy, at a meeting duly called for this purpose, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U. S. First Class Mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the Office of the County Clerk of Brazoria County, Texas, a sworn affidavit of the President or any Vice President and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of eligible votes of the Association as of the date of the voting, the quorum required, the number of votes voting

"For" and "Against" the Special Assessment, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

Section 5. Notice and Quorum of any Action Authorized. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and proper form of notice of any meeting for the purposes set forth in Section 3(b) or Section 4, as applicable, of this Article X, and to ascertain the presence of a quorum at such meeting.

Section 6. Reimbursement Assessments. The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Certificate of Formation, the Bylaws, The Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

Section 7. Capitalization Fees. Each Owner of a Lot, other than Declarant (whether one or more Persons and regardless of whether such Owner holds the fee interest singularly or jointly), at the time it purchases a Lot from the previous Owner (i.e. the purchasing Owner at every sale beginning with the first Owner [including Builders] to purchase the Lot from the Declarant), shall be obligated to make a contribution to the Association, which funds shall be used to defray operating costs and other expenses of the Association, including but not limited to and possible funding of reserves, as the Board shall determine in its sole discretion, in the amount of up to one hundred (100%) percent of the then current amount of the Annual Assessment assessed to an Owner of a Lot other than Declarant, a Builder or the Owner who built (or causes to be built) the Dwelling Unit on a Lot ("Capitalization Fee").

Section 8. Computation of Neighborhood Assessments. The Board, subject to the provisions hereof, may levy a Neighborhood Assessment. The initial Neighborhood Assessment for Lots in a Neighborhoods shall be in an amount as determined by the Board. Thereafter, it shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for the Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs, such as the cost of maintaining Exclusive Common Area, as a Neighborhood Assessment. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot in the Neighborhood for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) days prior to the beginning of the

fiscal year. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as proved herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 9. Estoppel/Resale Certificates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or its agent setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments. Any of the Assessments which are not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

(a) interest at the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law, if less than eighteen percent (18%), and all costs of collection, including reasonable attorney's fees;

(b) the rights of the Owner, as a Member of the Association (but not such Owner's responsibility as a Member of the Association), to use the Common Area, may be suspended after notice as may be required by Texas law until all Assessments and related costs are paid in full;

(c) an action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court, and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge; and

(d) a late charge in an amount as may be determined by the Board of Directors from time to time.

Section 11. Contractual Lien.

(a) Generally. Assessments (together with interest, and reasonable attorney's fees if it becomes necessary for the Association to enforce collection of any amount in respect of any Lot), late charges and fines shall be a charge on each Lot and shall be secured by a continuing lien upon each Lot against which such assessment is made until paid.

(b) Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Real Property Records of the Texas County Clerk of the County in which the Lot is located, an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(c) Creation of Lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association a lien for the purpose of securing payment of Assessments upon such Lot. The Association, acting by and through the Board of Directors may, but shall not

be obligated to, prepare and record in the Real Property Records of the Texas County in which the Lot is located, a notice of such lien which will constitute further evidence of the lien for Assessments against a Lot. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and filed in the Real Property Records of the Texas County in which the Lot is located.

(d) Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code and Chapter 209 of the Texas Property Code (as same may be amended or revised from time to time hereafter). In the event of the election by the Board of Directors of the Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers by deed binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

(e) Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 12. Non-Use, Etc. No Owner may waive or otherwise escape said lien and liability for the assessments provided for herein by non-use of the Common Area, or abandonment, non-use or divestiture of ownership of a Lot for any Assessment which became due and payable during the time when such Owner owned the Lot.

Section 13. Exempt Portions of the Properties. All portions of the Properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Area shall be exempt from the Assessments and other charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be exempt from Assessments and charges and the lien herein securing-payment thereof.

Section 14. No Offsets. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, (b) any claim by the Owner of non-use of the Common Areas or abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Area, or (d) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to any first lien purchase money mortgages (and refinancing of same) relating to the Lots or liens relating to construction upon the Lots; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust or a foreclosure of the assessment lien retained and reserved herein. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to the foreclosure of a first lien purchase money mortgage (and any refinancing of same) or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments accruing on such Lot prior to the date of sale or transfer.

ARTICLE XI.

Easements and Utilities

Section 1. Title to Utility Lines. The title conveyed to any Lot within the Properties shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary lines, poles, pipes, conduits, or other appurtenances or facilities constructed upon, under, along, across, or through such utility easements. No Lot Owner shall own the pipes, wires, conduits, or other service lines running through his Lot that are used for or serve other Lots, but each Owner shall have an easement to use such facilities to the extent necessary for the use, maintenance, and enjoyment of his Lot.

Section 2. Association Easements. The Association, its agents, servants, and employees shall have and be entitled to all easements specifically referenced throughout this Declaration.

Section 3. Easements for Utilities, Etc.

(a) Generally. Declarant hereby reserves unto Declarant (so long as Declarant owns any portion of the Properties), the Association, and the designees of each, a blanket easement upon, across, over, and under all of the Properties of ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, alarm monitoring systems, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas,

and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner thereof.

(b) Specific Easements. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

(c) Dedications to Public. The Board shall have, by a two-thirds (2/3) vote of the Board, the power to dedicate portions of the Common Area to Brazoria County, Texas, or to any other local, state, or federal governmental entity.

Section 4. Easement Regarding Electric Service Cables. Declarant hereby reserves for itself an easement for access to easement area occupied and centered on electric company service wires immediately adjacent to the Owner's Lot for the purpose of installing, repairing, and maintaining the underground service cables each Owner is obligated to furnish, install, own, and maintain pursuant to Article XII, Section 2 below.

ARTICLE XII.

Underground Electrical Distribution System

Section 1. Generally. An underground electrical distribution system (the "System") will be installed within that part of the Properties which, according to the Plat, contain Lots (the "Underground Residential Subdivision"). The System shall embrace all Lots in the Underground Residential Subdivision. The System shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available to the Lots. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Dwelling Unit shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 2. Owner's Responsibility. The Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company

furnishing service) for the location and installation on the meter of such electric company for the Dwelling Unit constructed on such Owner's Lot.

Section 3. Conditions. The electric company has installed the System in the Underground Residential Subdivision (except for certain conduits, where applicable and except as hereinafter provided). As used in this Declaration, the term "Dwelling Units" excludes mobile homes. Should this Declaration be amended to permit erection of one or more mobile homes within the Underground Residential Subdivision, the electric company shall not be obligated to provide electric service to any such mobile homes unless (a) there has been paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the System over the cost of equivalent overhead facilities to serve the Underground Residential Subdivision, or (b) the Owner of each affected Lot, or the applicant for services to any mobile home, shall pay to the electric company the sum of (i) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the System to serve such Lot or Dwelling Unit over the cost of equivalent overhead facilities to serve such Lot or Dwelling Unit, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by electric company to be necessary.

Section 4. Applicability to Reserves. The provisions of this Article XII shall also apply to any future residential development in reserve(s), if any, shown on the Plat. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the per front lot foot payment referenced in Section 3 of this Article XII if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company as described in Section 3 of this Article XII. The provisions of this Article XII do not apply to any future non-residential development in such reserve(s).

Section 5. Easement Grants. Declarant has either by designation on the Plat, this Declaration, or by separate instrument granted the necessary easements to the electric company providing for the installation, maintenance, and operation of the System and has also granted to the various Owner's 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 Owner's owned and installed service wires.

Section 6. Rights to Build on Easement Area. Easements for the System may be crossed by driveways and walkways provided the builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. The easement for the System shall be kept clear of all other Improvements, including buildings, patios, or other pavings, and the utility company using the easements shall not be liable for any damage done by it, its assigns, agents, employees, or servants, to shrubbery, trees, or Improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

ARTICLE XIII.**Annexation**

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Provided, however, until the Declarant no longer owns one (1) or more Lots or any other plot or tract of land within the Properties, additional residential property or Common Area may be unilaterally annexed by Declarant without the approval by Members of the Association. Further, additional real property may be unilaterally annexed hereto from time to time by the Board, without the approval of the Members of the Association. Annexation of additional property shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration (as may be supplemented and amended by the Supplemental Declaration) and shall become effective on the date a Supplemental Declaration is signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or an officer of the Board), is filed for record in Brazoria County, Texas, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed to the Properties may be combined with the funds collected from the Owners of Lots within the Properties and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE XIV.**General Provisions**

Section 1. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all owners, their respective legal representatives, heirs, successors, and assigns for a term of forty (40) years from the date this Declaration is filed with the County Clerk of Brazoria County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date, Member holding sixty-seven (67%) percent of the total votes allocated to Members approved of altering, rescinding, or modifying said covenants and restrictions, in whole or in part, as of said renewal date and an instrument acknowledging same has been filed of record in Brazoria County, Texas. It is expressly understood and agreed that the Members holding sixty-seven percent (67%) of the total votes allocated to Members shall always have the power and authority to amend this Declaration and such amendment shall become effective upon an instrument acknowledging same being filed for record in Brazoria County, Texas, so amending this Declaration. Notwithstanding anything to the contrary herein contained, terminating, altering, rescinding, modifying or amending of the Declaration during the Development Period also requires the prior written approval of the Declarant. In addition, Declarant shall have the right at any time and from time-to-time, without

the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record in Brazoria County, Texas.

Section 2. Cumulative Effect; Conflict. The covenants, conditions, restrictions, and provisions of this Declaration shall be cumulative with any others pertaining to the Properties (the "Additional Covenants") and the Association may, but shall not be required to, enforce the Additional Covenants; provided, however, in the event of conflict between or among (a) the covenants, conditions, and restrictions of this Declaration; and (b) the terms of the Additional Covenants, and provisions of any Certificate of Formation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, the Additional Covenant shall be subject and subordinate to those of this Declaration. The foregoing priorities shall apply, but not be limited to, the lien for Assessments created in favor of the Association.

Section 3. Compliance. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Certificate of Formation, Bylaws, Rules and Regulations, and Minimum Construction Standards. Every Owner of any lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 4. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, ITS AGENTS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLARS ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED, EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND

UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, ITS DIRECTORS, OFFICERS AND AGENTS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, ITS DIRECTORS, OFFICERS AND AGENTS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 5. Assignment of Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Office of the County Clerk of Brazoria County, Texas. This Section may not be amended without the express written consent of Declarant.

Section 6. Additional Restrictions Created by Those Other Than Declarant. No Person shall record any covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 7. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

Section 8. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 9. Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

Section 10. Enforceability. This Declaration shall run with the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Properties, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorneys' fees from the Owner or occupant of a Lot who violated this Declaration.

Section 11. Remedies. In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Properties, or any portion thereof, may institute and prosecute any proceedings at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

Section 12. Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 13. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Properties, or any Improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

Section 14. Captions for Convenience. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to Articles and Sections are to articles and sections of this Declaration.

Section 15. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 16. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 17. Multiple Counterparts. This Declaration may be executed in one or more counterparts which taken together shall constitute one instrument without the necessity of each party executing the same counterpart.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration to be effective as of the 29 day of October, 2015.

GR-M1, Ltd., a Texas limited partnership

By: Rise Communities, LLC, a Nevada limited liability company, its General Partner

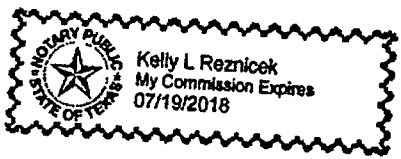
By: [Signature]
Mathew K. Lawson, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of October, 2015, by Mathew K. Lawson, Vice President of Rise Communities, LLC, a Nevada limited liability company, General Partner of GR-M1, Ltd., a Texas limited partnership, on behalf of said entities.

[Signature]
Notary Public, State of Nevada TEXAS

WHEN RECORDED, RETURN TO:
Mark K. Knop
Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, TX 77056



FILED and RECORDED

Instrument Number: 2015051049

Filing and Recording Date: 10/30/2015 03:44:10 PM Pages: 56 Recording Fee: \$242.00

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



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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cclerk-tamara