

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CRYSTAL BEACH ESTATES

(a Subdivision located in Galveston County, Texas)

Declarant:

Crystal Beach Estates, LLC
a Texas Limited Liability Company
2825 Wilcrest Drive, Suite 177
Houston TX 77042

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EXHIBIT A – PLAT RECORDED IN CLERK’S FILE NO. 2020056427, MAP RECORDS OF GALVESTON COUNTY, TEXAS

EXHIBIT B – CRYSTAL BEACH ESTATES CONSTRUCTION GUIDELINES AND PLAN REVIEW PROCEDURES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRYSTAL BEACH ESTATES

(a Subdivision located in Galveston County, Texas)

CRYSTAL BEACH ESTATES, LLC, a Texas limited liability company (“**Declarant**”) is the owner of the property described as:

Lots 1 through 20, Block 1, CRYSTAL BEACH ESTATES, a subdivision of 3.165 acres situated in the Jones Shaw Survey, Abstract No. 179, in Galveston County, Texas, according to the map or plat thereof recorded in Galveston County Clerk’s File No. 2020056427 of the Map or Plat Records of Galveston County, Texas (“**Property**”); and

Declarant desires to place the covenants, conditions, and restrictions contained in this Declaration upon and against the Property in order to establish a uniform plan for its development and improvement, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in the Property.

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property the following covenants, conditions, restrictions, reservations, easements, assessments, and liens for assessments, meant to replace and supersede all previously recorded covenants, conditions, and restrictions, which shall run with the land and title or interest therein, or any part thereof, and shall inure to the benefit of each owner in the Property as a whole, and to the benefit of their successors and assigns, and are intended to and shall touch and concern the land, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

ARTICLE I
DEFINITIONS

“**Applicable Law**” refers to the “Texas Residential Property Owners Protection Act” or the “Act” *i.e.* Texas Property Code Chapter 209, Texas Property Code Chapter 202, Texas Property Code Chapter 207, Texas Business Organizations Code Chapter 22 governing nonprofit corporations, and other statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the document provision as same may be amended or repealed in whole or in part.

“**Approved Builder**” means a builder approved by Declarant and selected by an Owner (other than Declarant) to construct a single family Residence on a Lot.

“**Architectural Control Committee**” or “**ACC**” means a committee initially appointed by Declarant, and thereafter by Board of Directors as provided in this Declaration, to approve or disapprove improvements to be constructed on a Lot pursuant to this Declaration and duly adopted Construction Guidelines.

“**Assessment**” means a Regular assessment, Special assessment, Individual Assessment, or other amount an Owner is required to pay to the Association under this Declaration or other Governing Document described herein.

“**Association**” refers to CRYSTAL BEACH ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, and its successors and assigns, which is designated as the representative of Owners of Lots in the Property, whose membership consists of the Owners, and which manages and regulates the Property for the benefit of the Owners.

“**Board of Directors**” or “**Board**” refers to the governing body of the Association.

“**Bylaws**” means the duly adopted bylaws of the Association as the same may be amended from time to time.

“**Common Area**” refers to the real property in the Property (including improvements) owned or maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to: the private street known as Royalville Court as shown on the Plat attached hereto and incorporated herein as Exhibit "A," utility and drainage easements, street lighting, street signs, the gate and entry system, and any other property shown on the Plat or described in this Declaration or the Construction Guidelines as Common Area.

“**Construction Guidelines**” means the standards for design, construction, landscaping, and exterior improvements proposed to be placed on any Lot. The initial for Crystal Beach Estates Construction Guidelines and Review Procedures is attached as Exhibit “B”

and is incorporated herein as if fully set forth.

“Declarant Control Period” means and refers to the period of time during which the Class B Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association, other than Board members or officers elected by Class A Members of the Association pursuant to the Bylaws.

“Declaration” refers to this Declaration of Covenants, Conditions and Restrictions for Crystal Beach Estates, and any duly passed and recorded amendments that include restrictive covenants governing the Property.

“Development Period” means the period in which Declarant reserves a right to facilitate the development, construction, and marketing of the Property.

“Governing Document(s)” mean each governing instrument covering the establishment, maintenance, and operation of the Property. The term includes the Declaration, Construction Guidelines, Bylaws, Certificate of Formation, Rules and Regulations, policies, and all lawful amendments.

“Lot” refers to Lots 1 through 20, Block 1, as shown on the Plat attached hereto and incorporated herein as Exhibit "A" upon which a Residence is constructed.

“Maintenance Fund” shall mean the Association’s accumulation of funds from Regular, Special, and Individual Assessments, as well as income and revenue from other legitimate sources, as prescribed in this Declaration.

“Majority” means more than 50%.

“Owner” means a person or entity which holds record title to a Lot.

“Plat” refers to the subdivision plat recorded in Galveston County Clerk’s File No. 2020056427 (as may be re-platted, supplemented, revised, or amended at any time), and is attached hereto and incorporated herein as Exhibit "A".

“**Residence**” means the dwelling unit constructed on each Lot which includes garages, patios, decks, and porches.

“**Resident**” means any person living in the Property, including Owners, their families, and tenants.

“**Restrictions**” means the restrictions, covenants, and conditions contained in this Declaration, the Construction Guidelines, Bylaws, Rules and Regulations, or in any other governing document promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

ARTICLE II RESERVATIONS AND EASEMENTS

Section 2.01. Reservations. The Plat indicates the Lot dimensions, building lines, setbacks, dedications, and easements as shown thereon, and is incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein; and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant (“reservations”). The Plat further establishes certain restrictions applicable to the Lots and Property which are part of a common scheme. All dedications, restrictions and reservations created in this Declaration and the Construction Guidelines, as may be amended from time to time, or shown on the Plat, re-plats or amendments recorded or hereafter recorded, shall be construed as being included in every contract, deed or conveyance executed or to be executed hereafter, whether specifically referred to therein or not.

Section 2.02. Utility, Drainage, and Maintenance Access Easements. The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Common Areas and the facilities pertinent and necessary to the same (“systems”), which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the services available through the Common Areas to any and all Lots within

the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such systems may be provided either directly through the Association and paid for as part of the Assessments or to a third party by the Owner who receives the services. The systems providing services to the Common Areas shall be the property of Declarant until transferred by Declarant, whereupon any proceeds of such transfer (if any) shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the systems installed by Declarant and the services provided through such systems are exclusive, and no other person or entity may provide such services through the Common Areas installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of the systems shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

Section 2.03. Title Subject to Easements. It is expressly agreed and understood that the title conveyed to any of the Lots by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, emergency access, electric lighting, electric power, or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service to other Lots, but each Owner shall have an easement over and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his or her Lot. The Association through the Board of Directors may convey title to said easements to the public or a utility provider without joinder of the Owners.

Section 2.04. Association's Easements. Declarant hereby reserves an easement on behalf of the Association that allows access to an Owner's Lot to remedy a violation of this Declaration or other Governing Documents; however, the Association may not amend this Declaration or other Governing Document to grant itself additional easements through or over an Owner's Lot without the consent of the Owner.

Section 2.05. Royalville Court Easement. An easement over and across the Royalville Court is hereby reserved by the Declarant, for Declarant and for the benefit of the Association, for the purpose of maintaining Royalville Court in good condition and repair, as determined, from time to time, by the Board, and in accordance with Applicable Law. In addition, Declarant hereby reserves an easement for vehicular and pedestrian ingress and egress over and across Royalville Court. Royalville Court shall provide perpetual access across the Property for the Association, the Owners, and the Residents, invitees, police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in pursuit of their official duties. No vehicle may be parked on Royalville Court. "Parked" as used herein shall be defined as a vehicle left unattended for more than ten (10) consecutive minutes. This provision will not apply to Declarant or its designee during the Development Period. The easement reserved herein by the Declarant is perpetual and appurtenant to each Lot. The easement reserved hereunder for the benefit of the Association shall be considered Common Area, and the Association shall discharge the expenses incurred to maintain, repair and replace Royalville Court through Assessments.

Section 2.06. Landscape Easement. Declarant hereby reserves for Declarant and the Association, an easement over and across the Property and the Common Area for the installation, operation, maintenance, repair, replacement, relocation, removal, and/or modification of landscaping which serves the Property and/or the Common Area. Declarant will have the right, from time to time, to record a written notice, which identifies those portions of the Property and the Common Area to which the easement reserved hereunder applies. Declarant may designate all or any portion of the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any Residence, nor will it unreasonably interfere with the use of any Lot.

Section 2.07. Declarant's Easements. Declarant reserves for itself, its successors and assigns, a perpetual right and easement of a free, uninterrupted and unqualified use of the Common Area for the purpose of development of other real property owned or developed by Declarant, and a nonexclusive easement and right of entry over the Common Area and all portions of the Property to gain access to the other real property

owned or developed by Declarant.

ARTICLE III
CRYSTAL BEACH ESTATES PROPERTY OWNERS ASSOCIATION, INC.

Section 3.01. Nonprofit Corporation. The Association is a Texas nonprofit corporation and shall be governed by Applicable Law and the Governing Documents; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation. Neither the Certificate of Formation nor the Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.02. Membership. Every person or entity which is a record owner of any Lot in the Property shall be a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, partners, or joint tenants, etc.) there shall be but one membership for each Lot. After the expiration of the Declarant Control Period, each Director of the Association must be an Owner of a Lot. The voting rights of the Owners are set forth in this Declaration and the Bylaws of the Association. The rights and privileges of membership, including the right to vote, may be exercised by an Owner or the Owner's designated representative.

Section 3.03. Classes of Membership. The Association shall have two (2) classes of membership as follows:

- a. Class A: Class A Members shall be all Lot Owners with the exception of the Class "B" Member.
- b. Class B: The Class B Member shall be Declarant and any successor of Declarant who takes title for the purposes of development and sale of Lots in the Property.

Section 3.04. Voting. Class A Members shall be entitled to one (1) vote for each Lot of which they are record Owner. Class B Member shall be entitled to three (3) votes per Lot owned. The Class B membership shall terminate and be converted to Class A at the expiration or termination of the Development Period.

Section 3.05. Appointment of Board of Directors. During the Declarant Control Period, the Class B Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association. Notwithstanding, this Section or the foregoing Sections 3.03 and 3.04, on or before the 120th day after the date seventy-five percent (75%) or fifteen (15) of the Lots that may be made subject to this Declaration are conveyed to Class "A" Members, or on the tenth (10th) anniversary after this Declaration was recorded in the Official Public Records of Real Property of Galveston County, Texas, whichever occurs first, at least one-third (1/3) of the Board of Directors must be elected by Owners other than Declarant.

Section 3.06. Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Area and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) this Declaration and other Governing Documents, as they may be amended from time to time;
- b) any restrictions or limitations contained in any deed conveying any Common Areas to the Association;
- c) the right of the Board to make, establish and promulgate, and in its discretion to amend from time to time, or repeal and reenact, such Rules and Regulations, and policies not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Common Area (including the operation, maintenance, and preservation thereof) or the Association;
- d) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to the approval of the Owners of fourteen (14) Lots;
- e) the right of the Association acting through the Board to assess fines against an Owner for violations of the Governing Documents which have been committed by an Owner, his or her Residents, guests, agents, or invitees. Any fine and/or charge levied in accordance with this Sub-section

will be considered an Assessment pursuant to Article VII of this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Board may also adopt a schedule of fines for infractions of the Governing Documents;

f) the right of the Association, acting through the Board, to grant easements pursuant to this Declaration;

g) the right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration;

h) the right of the Association to retain and pay for the services of a managing agent, to manage and operate the Association, including the Common Areas and its other property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by a managing agent. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers, and functions to a managing agent. In addition, the Board may adopt transfer fees, Resale Certificate fees or any other fees associated with the provision of management services to the Association or the Owners;

i) the right of the Board to pay for water, sewer, trash removal, street-lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, Royalville Court, and easements, and the right to assess each Owner for the costs thereof;

j) the right of the Association, acting through the Board, to enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four hours written notice), without being liable to any Owner or Resident, upon any Lot and into any improvement thereon

for the purpose of enforcing the Governing Documents or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the Governing Documents. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in Articles VII hereof for Assessments;

k) The power and authority of the Association, acting through the Board, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Governing Documents. The Association, acting through the Board, is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Governing Documents; *provided, however*, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any improvements on any Lot other than Common Area in enforcing the Governing Documents before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND RESIDENT WILL RELEASE AND HOLD HARMLESS DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF DECLARANT'S OR THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF**

ACTION ARISING BY REASON OF DECLARANT'S OR THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE;

l) the right of the Association, acting through the Board, to obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions;

m) the right of the Association to levy and collect assessments, as provided in Article VII below;

n) the right of the Association, acting through the Board, to retain and pay for legal and accounting services necessary or proper in the operation of the Association; and

o) all rights and powers provided by Applicable Law necessary or desirable for the Association to perform its duties and enforce this Declaration, or other Governing Documents.

Section 3.07. Delegation of Rights. Any Owner may delegate his or her right of enjoyment of the Common Area to the members of his or her family, Residents, customers, clients, employees, agents, contractors, business, and invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 3.08. Declarant's Rights in Common Area. At the time this Declaration is made, Declarant retains legal title to the Common Area. Declarant may, but is not required to, retain the legal title to easements in the portions of the Property designated as Common Area, and the Association shall be obligated to maintain those from the Maintenance

Fund. Declarant may, at any time after the date hereof, convey legal title by deed without warranty to all or a portion of the Common Area to the Association. In said conveyance, Declarant may reserve easements in favor of Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. 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 Common Area shall be conveyed to the Association by Declarant free and clear of all encumbrances, except such encumbrances as may be set forth herein or on the Plat or any recorded re-plat(s) of the Property.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Declarant has a substantial interest in ensuring that improvements within the Property maintain a homogeneous and harmonious aspect and condition of the Lots to enhance the high quality appearance of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in Section 4.02 below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. In that regard and notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a person or persons to exercise the rights of the ACC.

Section 4.01. Construction of Improvements. No improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

Section 4.02. Architectural Control Committee. The ACC will be composed of three (3) to five (5) persons appointed as provided below, who will review improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove, with or without cause, all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by written instrument recorded in the Official Public Records of Galveston County, and thereafter,

the Board will have the right to appoint and remove all members of the ACC. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

Section 4.03. Submission and Approval of Plans and Specifications. Construction plans and specifications for the construction or alteration of any improvement or demolition or destruction of existing improvements by voluntary action must be submitted to the ACC prior to commencement of any such construction, alteration, demolition, or destruction. The ACC may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any improvements. The ACC may refuse to approve plans and specifications for proposed improvements on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

Section 4.04. Construction Guidelines. Declarant has adopted the Construction Guidelines and, during the Development Period, will have the power from time to time, to adopt, amend, modify, or supplement the Construction Guidelines. Upon expiration or termination of the Development Period, the ACC will have the power from time to time, to adopt amend, modify, or supplement the Construction Guidelines. In the event of any conflict between the terms and provisions of the Construction Guidelines, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Construction Guidelines, is assembled and submitted to the ACC. The ACC will have

the authority to adopt such additional procedural and substantive rules and guidelines, including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any improvement and the right to approve in advance any Approved Builder or contractor selected for the construction of improvements, not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

Section 4.05. Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

Section 4.06. Variances. The initial ACC appointed by Declarant may grant variances, in its sole and absolute discretion, from compliance with any of the provisions of the Construction Guidelines, if any, or this Declaration. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Notice of a variance may be recorded; provided however, that failure to record will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Construction Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Construction Guidelines, if any, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Construction Guidelines, if any.

Section 4.07. Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance

will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

Section 4.08. Consolidation of Lots. If an Owner desires solely to consolidate Lots, a proposal for such consolidation, will be submitted in accordance with the Construction Guidelines, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No consolidation will be made, nor any improvement placed or allowed on any Lot, until the plans and specifications, and the Approved Builder which the Owner intends to use to construct the proposed structure or improvement, have been approved in writing by a Majority of the members of the ACC.

Section 4.09. Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of 120 days only. If construction in accordance with such plans and specifications or variance is not commenced within such 120 day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the ACC, in its sole and absolute discretion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

Section 4.10. No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

Section 4.11. Non-Liability of Committee Members. **NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER**

WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

**ARTICLE V
CONSTRUCTION RESTRICTIONS**

Section 5.01. Approval for Construction. No improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots by anyone other than Declarant without the prior written approval of the ACC.

Section 5.02. Fences, Walls, and Sidewalks. Fences, perimeter fences and walls shall comply with Applicable Law, and must be approved by the ACC prior to installation. Unless otherwise approved by the ACC, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the Residence constructed on the Lot. The ACC will have the sole discretion to determine the front elevation of the Residence for the purpose of this Section. No chain-link, metal cloth, game or agricultural fences, may be installed or maintained on a Lot, except by Declarant.

Section 5.03. Drainage. There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

Section 5.04. Construction Activities. No Restriction will be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by the Owner or an Approved Builder upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of any Restriction by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there

is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Board or the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

Section 5.05. Roofing. The roofs of all improvements shall be approved by the ACC unless the Owner is replacing the roof with the same materials and colors. Roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the ACC. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in this Declaration or Construction Guidelines. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in this Section. Any other type of roofing material shall be permitted only with the advance written approval of the ACC.

Section 5.06. Solar Energy Devices. Solar Energy Device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Solar Energy Devices may be installed with the advance written approval of the ACC in accordance with the Construction Guidelines and procedures set forth below:

- a) To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device on the Lot; and (ii) a description of the Solar

Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction. An application for a Solar Energy Device may only be submitted by an Owner, unless an Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of Article IV of this Declaration.

b) The ACC will review the application in accordance with the terms and provisions of Article IV of this Declaration. The ACC will approve a Solar Energy Device if it complies with this Section unless the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with this Section will create a condition that substantially interferes with the use and enjoyment of the property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner who submitted the application provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on Common Area or property maintained by the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section when considering any such request.

c) Unless otherwise approved in advance and in writing by the ACC, each Solar Energy Device to be installed in accordance therewith must comply with the Construction Guidelines and the following:

(i) The Solar Energy Device must be located on the roof of the Residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the Residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%)

above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(i) If the Solar Energy Device is mounted on the roof of the principal Residence located on the Owner's Lot, then: (a) the Solar Energy Device may not extend higher than or beyond the roofline; (b) lie flat on the roof with its edges parallel with and perpendicular to the roof ridge and edges; (c) no part of the installation may be visible above the ridge line; and (d) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must match the roof color and any pipes, wires and control devices concealed..

Section 5.07. Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems ("Rainwater Harvesting System") may be installed with the advance written approval of the ACC.

a) To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction. An application for a Rainwater Harvesting System may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the application.

b) The decision of the ACC will be made in accordance with Article IV of this Declaration. Any proposal to install a Rainwater Harvesting System on Common Area must be approved in advance and in writing by the

Board, and the Board need not adhere to this Section when considering any such request.

c) Unless otherwise approved in advance and in writing by the ACC, an application for a Rainwater Harvesting System to be installed must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the Residence constructed on the Owner's Lot, as reasonably determined by the ACC.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the Residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC.

(d) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from Royalville Court, Common Area, or another Owner's Lot, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Therefore, when submitting an application for a Rainwater Harvesting System, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of Royalville Court, Common Area, or another Owner's Lot. When reviewing an application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from Royalville Court, Common Area, or another Owner's Lot, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rainwater

Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ACC.

Section 5.08. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

a) Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti. An application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents. The ACC is not responsible for: (a) errors or omissions in the application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved application or (c) the compliance of an approved application with Applicable Law.

b) Unless otherwise approved in advance and in writing by the ACC, all Xeriscaping must be installed in accordance with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC.

(ii) No Owners shall install gravel, rocks, or cacti that in the aggregate encompass over thirty percent (30%) of such Owner's front yard or fifty percent (50%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

c) Each Owner is advised that if the application for Xeriscaping is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved application, the ACC may require the Owner to: (a) modify the application to accurately reflect the Xeriscaping installed on the Property; or (b) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping application. Failure to install Xeriscaping in accordance with the approved application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping application shall be at the Owner's sole cost and expense.

d) The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. An application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Section when considering any such request.

Section 5.09. Compliance with Setbacks. No Residence or improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easements.

Section 5.10. Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by

the ACC. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the ACC, above-ground or temporary swimming pools are not permitted on a Lot.

Section 5.11. Restoration. In the event of any fire or other casualty, unless otherwise approved by the Association, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. The approval of the Association shall not be required to restore improvements to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot.

Section 5.12. Sales Activities by Declarant. Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period, Declarant and/or its licensees may construct and maintain upon portions of the Common Area, any Lot, or portion of the Property owned by the Declarant, such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family Residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area for access and use of such facilities at no charge.

**ARTICLE VI
USE AND OCCUPANCY RESTRICTIONS:**

Section 6.01. Alterations. No construction or improvement of any character shall be erected or placed, or changes made in the design or exterior appearance of, or any construction, addition or exterior alteration made, to any Residence or Lot after original construction in the Property unless with the express written permission and approval of the ACC. No unpaved areas may be paved over on any area of the Lots, and no Owner may otherwise interfere with any easement created herein.

Section 6.02. Residential Purpose. No professional, business, or commercial activity to which the general public is invited shall be conducted in any Residence or on any Lot, except an Owner or Resident may conduct business activities within a Residence so long as:

- a) such activity complies with all Applicable Law;
- b) the business activity is conducted without the employment of persons other than the persons living in the Residence constructed in the Lot;
- c) the business activity does not involve customers, contractors, clients, or the general public visiting the Residence to conduct activities related to the business;
- d) the existence or operation of the business activity is not apparent or

detectable by sight (*i.e.*, no sign may be erected advertising the business on any Lot), sound, or smell from outside the Residence;

e) the business activity does not involve door-to-door solicitation of Residents within the Property;

f) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is being conducted;

g) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property as may be determined in the sole discretion of the Board; and

h) the business does not require the installation of any machinery other than that customary to normal household operations.

In addition, for the purpose of obtaining any business or commercial license, neither the Residence nor Lot will be considered open to the public. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required.

Section 6.03. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Governing Documents. Notice of any lease, together with such additional information as may be required by the Board, will be

remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

Section 6.04. Garages. All garages shall be maintained for the parking of automobiles and may not be used for storage or other purposes which preclude its use for the parking of automobiles. No garage may be permanently enclosed or otherwise used for habitation.

Section 6.05. Vehicle Parking. The Association reserves the right to adopt parking Rules and Regulations within the Property and Royalville Court. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked in a manner that obstructs or otherwise blocks ingress and egress to any part of the Property by an emergency vehicle. The parking of vehicles in the yard of any Lot is not permitted. This provision will not apply to Declarant or its designees during the Development Period.

Section 6.06. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof.

Section 6.07. Hazardous Activities. No activities may be conducted on or within the Property and no improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while continuously attended and in use for cooking purposes.

Section 6.08. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, or the improvements located thereon, without the prior written approval of the Board.

Section 6.09. Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents. Notwithstanding the foregoing, during the Development Period, Declarant may allow construction workers to continue to build

Residences and improvements on the Lots and shall not be deemed to be in violation of this Section for noise created by construction activities.

Section 6.10. Animals and Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may keep on such Owner’s Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed in the Property other than within the Owner’s Residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas in the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration in the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended on porches, in unfenced portions of yards, or other unfenced outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

Section 6.11. Mobile Homes, Travel Trailers, Recreational Vehicles, Outbuilding Structures. No mobile homes, commercial vehicles, trailers, travel trailers or recreational vehicles shall be parked or placed on Royalville Court or any Lot, or used as a Residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. No outbuilding structure of a temporary or permanent character,

whether tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a Residence, either temporarily or permanently.

Section 6.12. Basketball Goals: Permanent and Portable. Permanent basketball goals are not permitted. Portable basketball goals are permitted but must be stored in the rear of the Lot or inside the garage when not in use. Portable basketball goals are not permitted on Royalville Court.

Section 6.13. Unightly Articles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from other Lots or from Royalville Court. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, wagons, buses, dirt bikes, motorcycles, motor scooters, motocross bikes, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of a Lot or in the Property except within a composting device or enclosed structures appropriately screened from view. No vehicles which are inoperable or do not have a current license tag shall be permitted to remain on any Lot or to be parked on Royalville Court or within the Property.

Section 6.14. Garbage and Trash Disposal. Garbage and trash or other refuse shall not be permitted to be dumped at any place upon the Property or adjoining land. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. Refuse, garbage, trash, and recycling must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view except on days of trash collection, and must be removed from view within two hours before and after collection. If the Property is not eligible for solid waste collection by a governmental entity or the Association, each

Owner will contract with an independent disposal service to collect all garbage or other wastes at least twice weekly. The Association shall regulate the requirements, including size, type, shielding, materials, and location of composting devices in compliance with Texas Property Code Section 202.007. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

Section 6.15. Signs and Religious Displays. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Board, except for:

- a) signs which are expressly permitted pursuant to the Rules and Regulations;
- b) signs which are part of Declarant's overall marketing, sale, or construction plans or activities for the Property;
- c) one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale of the Lot;
- d) political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item in accordance with Section 259.002 of the Texas Election Code;
- e) a religious item on the entry door or door frame of a Residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the Residence, does not exceed twenty-five (25) square inches;
- f) permits as may be required by legal proceedings; and

g) permits as may be required by any governmental entity.

Section 6.16. Landscaping. All plans for re-landscaping of Lots shall be submitted to and approved by the Board of Directors. All landscaping, lawns, and plantings in a Lots shall be kept mowed, weeded, and maintained in a manner satisfactory to the Board of Directors; and, if the Owner fails to keep the Lot in a neat and attractive condition, the Association shall have the right, through its agents and employees, to enter upon the Lot and to perform the required Lot maintenance, the cost of such exterior maintenance shall be added to and become an Individual Assessments to which the Owner and the Lot is subject.

Section 6.17. Standby Electric Generators. Section 202.019 of the Texas Property Code prohibits the Association from adopting or enforcing provisions which prohibit or restrict an Owner from installing or maintaining a permanently installed standby electric generator (*i.e.* a device that converts mechanical energy to electrical energy and is powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen, fully enclosed in an integral manufacturer-supplied sound attenuating enclosure, connected to the main electrical panel of the Residence by a manual or automatic transfer switch, and rated for a generating capacity of not less than seven kilowatts). However, no other type of standby electronic generator shall be installed or maintained on any Lot, and the Association hereby adopts the following provisions in that regard:

All standby electric generators, their electrical, natural gas, diesel fuel, biodiesel fuel, hydrogen fuel, and/or liquefied petroleum gas fuel line connections, and fuel tanks shall be:

a) installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes, municipal zoning ordinances, and rules and standards promulgated and adopted by the Texas Railroad Commission;

b) connected to electrical, plumbing and fuel lines only by licensed contractors; and

- c) maintained in good condition.

No standby electric generator may be visible from Royalville Court, located in a side or rear yard which is unfenced or fenced so that it is visible from an adjoining. Placement of all standby electric generators on Lots is subject to the approval of the Association; however, permitted placement shall not be required in a location on a Lot which increases the cost of installation by more than 10 percent or connecting the electrical and fuel lines by more than 20 percent. Periodic testing of standby electric generators shall only be conducted at reasonable times and in a manner consistent with manufacturer's recommendations. Standby electric generators shall not be used to generate all or substantially all of the electrical power to a Residence, except when utility-generated electrical power to the Residence is not available or is intermittent due to causes other than nonpayment for utility service to the Residence. No standby electric generator shall be installed in the Common Area.

Section 6.18. Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the Association; *provided, however*, that any permitted antenna shall be:

- a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- b) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- c) an antenna that is designed to receive television or radio broadcast signals.

Collectively, a) through c) are referred to herein as the "Permitted Antenna(s)" and may also be subject to reasonable requirements as to location and screening as may be set forth in Rules adopted by the Association, consistent with Applicable Law, in order to

minimize obtrusiveness as viewed from Royalville Court and other Lots.

A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon Royalville Court, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Association are as follows:

a) attached to the back of the Residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and Royalville Court; or

b) attached to the side of the Residence, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots, Royalville Court, and any street.

The Association may, from time to time, modify, amend, or supplement the Rules regarding installation and placement of Permitted Antennas.

Section 6.19. Flags. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces ("Permitted Flag") and is permitted to install no more than two (2) flagpoles of no more than five feet (5') in length affixed to the front of a Residence near the principal entry or affixed to the rear of a Residence. A Permitted Flag or a flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles in the front or back yard area of any Lot.

Section 6.20. Decorations and Lighting. No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the Residence or on any other portion of a Lot which is visible from Royalville Court or any other Lot, unless such specific items have been approved in writing by the Board. Customary seasonal decorations for holidays are permitted without approval by the Association but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable

Lot and so as not to affect or reflect into surrounding Residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from Royalville Court or any other Lot unless otherwise approved by the Association.

Section 6.21. Owner Maintenance. Owners shall maintain and keep in good repair and attractive condition their Lots, Residences, and other improvements on the Owner's Lot. In the event an Owner fails to maintain his or her Lot, Residence, and other improvements in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and any improvement erected thereon. The cost of such exterior maintenance shall be added to and become an Individual Assessments to which the Owner and the Lot is subject.

Section 6.22. Tanks. The ACC must approve any tank used or proposed in connection with a Residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the ACC. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the ACC. This provision will not apply to a tank used to operate a standard residential gas grill.

Section 6.23. Laws and Ordinances. Owners and Residents, their lessees, guests, and invitees, shall comply with all laws, ordinances, and statutes applicable to their Lot and the Property, and any violation may be considered a violation of this Declaration or other Governing Document.

Section 6.24. Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board (and the Declarant during the Development Period). Each Owner shall be liable to the Association for any and all damages to: (a) the Common Area and any improvements constructed thereon; or (b) any improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any Resident of such Owner's Lot, or any guest or invitee

of such Owner or Resident. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in Article V of this Declaration.

ARTICLE VII COVENANT FOR ASSESSMENTS

Section 7.01. Maintenance Fund Obligation. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association Regular, Special, and Individual Assessments, and any other charges hereby levied. The Board will establish a Maintenance Fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration ("Maintenance Fund"). The Maintenance Fund may be used for any purpose authorized by the Governing Documents and Applicable Law.

Section 7.02. Regular Assessments. A Regular Assessment shall be used to create and maintain the Maintenance Fund, which shall be used as herein provided; and each such Regular Assessment (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association. The Regular Assessment for the first year of purchase shall be prorated at closing and then shall be paid yearly, in advance, on or before the first day of January thereafter. Any Regular Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate permitted by Applicable Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for any Regular Assessment, or any other assessments or charges hereby levied by the non-use of any Common Area or by the abandonment of his or her Lot. All other matters relating to the Regular Assessment and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Declarant or, after the Declarant Control Period, by the Board of Directors of the Association, subject to the provisions hereof. The Association shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the

Association in order for the Association to carry out its duties hereunder.

Section 7.03. Special Assessment. In addition to the Regular Assessment, the Association may levy a Special Assessment in any year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property. Notwithstanding the foregoing, if an emergency exists such that the Board of Directors determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board of Directors may levy a Special Assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk.

Section 7.04. Individual Assessments. In addition to any other Assessments, the Board may levy an Individual assessment against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration, including, but not limited to, Owner maintenance obligations pursuant to Article VI, Sections 6.15 and 6.21, and 6.24 of this Declaration; fines for violations of the Governing Documents; transfer-related fees and Resale Certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

Section 7.05. Operating and Capital Budgets and Contribution. Prior to the beginning of each fiscal year, the Board will prepare an operating budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("Operating Budget") which sets forth: (a) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Governing Documents, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing any lighting, the cost of

administering and enforcing the Governing Documents, and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's Maintenance Fund. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner. Further, the Board of Directors shall annually prepare a Capital Budget which shall consider the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost ("Capital Budget"). The Board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Regular Assessments over the period of the Capital Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Regular Assessment. A copy of the Capital Budget shall be distributed to each Owner in the same manner as the Operating Budget.

Section 7.06. Commencement Date of Regular Assessments. The Association shall levy the first Regular Assessment provided for herein, based on the Operating Budget for the remainder of the initial calendar year, on the first day of the month following the initial conveyance of the Common Area to the Association. Thereafter the Regular Assessments shall continue from calendar year to calendar year.

Section 7.07. Common Area and Declarant Exempt. All Common Areas and all portions of the Property owned or otherwise dedicated to any political subdivision, shall be exempt from the assessments and liens created herein. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

Section 7.08. Transfer and Other Fees. A transfer fee of may be charged by Declarant on behalf of the Association, and after the Declarant Control Period by the Association (or its managing agent, if any) to reflect changes of ownership, tenancy or occupancy on the

records of the Association, and to prepare Resale Certificates, and similar responses.

Section 7.09. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, Individual Assessments, attorney's fees, and other charges hereby levied, each Owner of a Lot in the Property, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Act and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes); and each such Owner hereby expressly grants the Association a power of sale in connection therewith.

Section 7.10. Right of Declarant to Set Rate. During the Development Period, Declarant shall set the annual rate of the initial Assessment without the joinder, vote, or consent of any Owner and without further formality than giving notice.

ARTICLE VIII ENTRY INTO THE PROPERTY

Section 8.01. Controlled Access Entry. Declarant may, but is not obligated to, install a limited access gate system at the vehicular entry and exit point of Royalville Court, and may establish Rules and Regulations regarding its use.

Section 8.02. Maintenance. If installed by Declarant, or later by the Association, the limited access gate shall be maintained by the Association with Regular Assessments, and Special Assessments, if necessary. Owners shall be responsible for the cost of any access cards, remotes or other devices used to gain entry to the Property.

Section 8.03. Limitation of Liability. **ANY LIMITED/CONTROLLED ACCESS GATE SYSTEM IS PROVIDED AS A COURTESY ONLY AND ITS EXISTENCE SHALL NOT BE CONSTRUED AS ANY PROMISE, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY TYPE OR NATURE OF THE SECURITY OF THE PROPERTY OR THAT SUCH SERVICE WILL PREVENT, DETER OR OTHERWISE STOP ANY CRIME, VANDALISM, UNAUTHORIZED ACCESS OR OTHER UNWANTED CIRCUMSTANCE OR EVENT. BY ACCEPTING TITLE TO THEIR LOT, EACH LOT OWNER FOR HIMSELF OR HERSELF, HIS OR HER FAMILY, GUESTS, INVITEES, RESIDENTS, TENANTS, SUCCESSORS, AND ASSIGNS HEREBY RELEASES THE DECLARANT, THE ASSOCIATION, THE**

ASSOCIATION BOARD OF DIRECTORS, MANAGING AGENTS, AND ALL APPROVED BUILDERS OF ANY AND ALL LIABILITY AND ANY AND ALL CLAIMS OF WHATSOEVER NATURE, HOWSOEVER OCCURRING, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, NEGLIGENT, GROSSLY NEGLIGENT, OR IN THE COURSE OF INTENTIONAL CONDUCT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGE, INJURY OR LOSS TO PERSONS OR PROPERTY RESULTING FROM CRIMINAL ACTIVITY, VANDALISM, UNAUTHORIZED ACCESS OR ANY OTHER EVENT ACCESS CONTROL GATES ARE DESIGNED TO DETER; IT BEING AGREED THAT NEITHER DECLARANT NOR THE ASSOCIATION CAN PREVENT SUCH OCCURRENCES; AND THAT EACH LOT OWNER, HIS OR HER FAMILY, GUESTS, INVITEES, RESIDENTS, AND TENANTS SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PROPERTY; AND THAT EACH OWNER HAS THE OPTION OF OBTAINING THIRD PARTY INSURANCE FOR SAME.

ARTICLE IX ENFORCEMENT

Section 9.01. Power to Enforce Governing Documents. The Association or any Owner have the power to enforce the provisions of the Governing Documents and amendments thereto, and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Governing Documents by any one or more of the following means:

a) by entry upon any Lot within the Property, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner 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 in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement;

b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach;

c) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to

pre-litigation attorney's fees) in connection with the remedy of such breach;

d) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established by the Board, from any Owner for breach of the Governing Documents; and/or

e) by taking action to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Section 9.02. Compliance with Governing Documents. Each Owner and Resident of a Lot shall comply strictly with the provisions of the Governing Documents as the same may be amended from time to time. Failure to comply with any of the Governing Documents may, in addition to other remedies provided in this Declaration, result in a fine against the Owner in accordance with this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association or by an aggrieved Owner. The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Governing Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

Section 9.03. Duty to Provide Notice Before Enforcement Action. Before the Association

may file a suit against an Owner other than a suit to collect a Regular, Special, or Individual Assessment or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Governing Documents, the Association must give written notice to the Owner by certified mail. The notice must describe the violation or property damage that is the basis for the action, charge, or fine and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health and safety, may request a hearing under Section 209.007 of the Act on or before the thirtieth (30th) day after the date the notice was mailed to the Owner, may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty, and specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to the public health and safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary Resident. A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. If the Owner cures the violation before the expiration of the period for cure (of a curable violation), a fine may not be assessed for the violation. The notice provisions of this section do not apply to a violation for which an Owner has been previously given notice and the opportunity to exercise any rights available under this section in the preceding six (6) months.

Section 9.04. Hearing Before Board; Alternative Dispute Resolution. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of Directors.

Section 9.05. Uncurable and Curable Violations. The following are examples of acts considered incurable for the purposes of this Article: a) shooting fireworks; b) an act constituting a threat to health or safety (as defined above); c) a noise violation that is not ongoing; d) property damage, including removal or alteration of landscape; and (e)

holding a garage sale or other event prohibited by the Governing Documents. The following are examples of acts considered curable for the purposes of this Article: a) a parking violation; b) a maintenance violation; c) the failure to construct improvements or modifications in accordance with approved plans and specifications; and d) an ongoing noise violation such as a barking dog.

Section 9.06. Attorney's Fees. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its Governing Documents pursuant to Sections 209.006 and 209.008 of the Act.

ARTICLE X SUBDIVISION INFORMATION

Section 10.01. Delivery of Subdivision Information to Owner. Not later than the tenth (10th) business day after the date a written request for Subdivision information ("Resale Certificate") is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a Resale Certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws and Rules of the Association and a resale certificate prepared not earlier than the sixtieth (60th) day before the date of delivery that complies with Section 207.003 of the Texas Property Code. For a request from a purchaser of property in the Subdivision or the purchaser's agent, the Association may require the purchaser or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivering the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a Resale Certificate or any update to a Resale Certificate.

Section 10.02. Online Subdivision Information Required. The Association shall make the dedicatory instruments and governing documents relating to the Subdivision and filed

in the county deed records available on its website if the Association has, or its Managing Agent on behalf of the Association maintains, a publicly accessible website.

ARTICLE XI GENERAL PROVISIONS

Section 11.01. Term. The provisions hereof shall run with all Lots within the Property and in the Property and shall be binding upon all Owners and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each.

Section 11.02. Amendment.

- a) By Declarant. Declarant, during the Development and Declarant Control Periods, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration and other Governing Documents; (ii) amend, revise, modify, or vacate the Plat or any re-plat; and (iii) annex and subject any other property into the Property. This Declaration or other Governing Documents of the Property may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owners, assumes office.
- b) By Owners. This Declaration may be amended or restated by written ballots and signed by the Owners voting for such of not less than fourteen (14) of the twenty (20) Lots, in addition to any governmental approval required by law. There shall be one (1) vote per Lot. Anyone owning more than one (1) Lot shall have one (1) vote for each Lot owned. For a vote of an amendment not taken at a meeting, the Association shall give notice of the vote to all Owners entitled to vote not later than the twentieth (20th) day before the latest date on which a ballot may be submitted to be counted. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such

amendment; otherwise, such amendment shall fail. If the amendment is adopted, it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute *prima facie* evidence of the date of execution and adoption of said amendment by such Owner. This Declaration may also be amended by an affirmative vote of eight (8) of the twelve (12) Owners in person, or by proxy, at a meeting of the Owners duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Galveston County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Owners voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

Section 11.03. Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 11.04. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

Section 11.05. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 11.06. 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 Declarant or its agents or employees in connection with any portion of the Property, or any improvement thereon, its or their physical condition, compliance with Applicable

Declaration of Covenants, Conditions and Restrictions for Crystal Beach Estates

Law, 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 11.07. Not a Condominium. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act or the Texas Uniform Condominium Act.

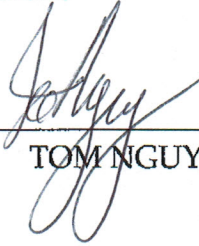
Section 11.08. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

(SIGNATURE AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE)

Declaration of Covenants, Conditions and Restrictions for Crystal Beach Estates

SIGNED this 28th, day of April, 2021.

CRYSTAL BEACH ESTATES, LLC,
a Texas limited liability company,
Declarant

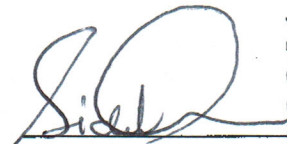
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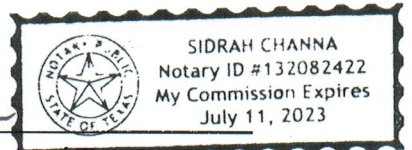
TOM NGUY, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

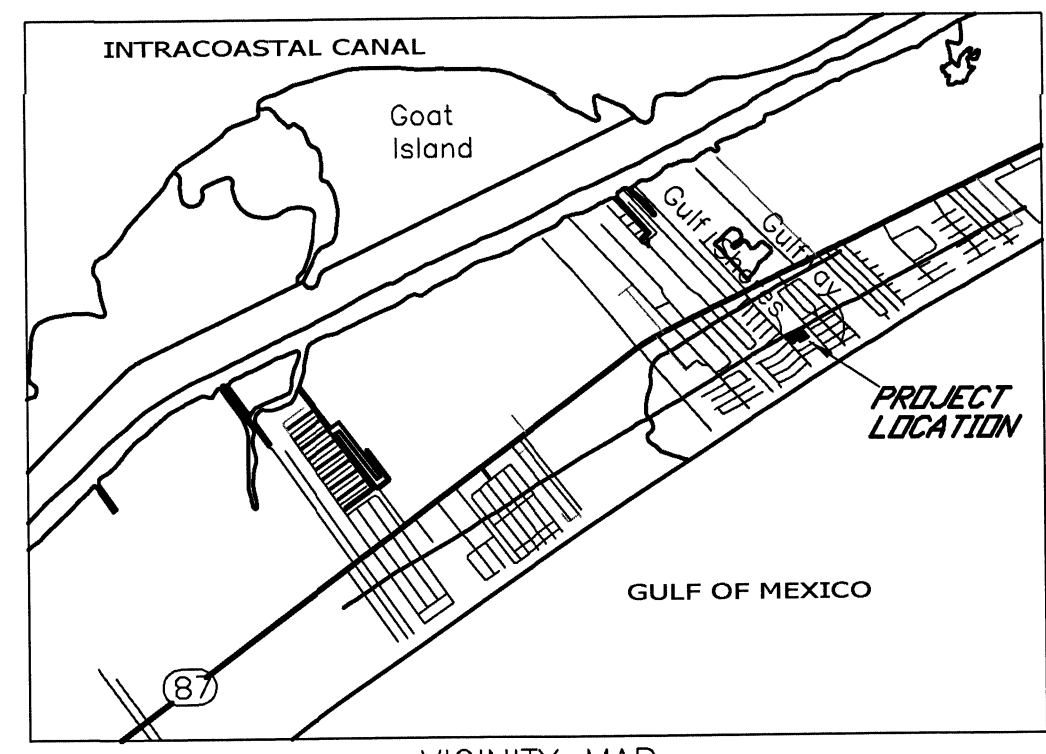
ACKNOWLEDGMENT

This instrument was acknowledged before me on April 29th, 2021, by TOM NGUY, Manager of CRYSTAL BEACH ESTATES, LLC, a Texas limited liability company, Declarant, on its behalf.

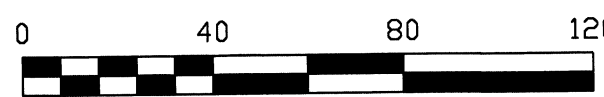




Notary Public – State of Texas



**JONES SHAW SURVEY
ABSTRACT No. 179**



CURVE	BEARING	LENGTH	CHORD	BEARING	DELTA ANGLE
C1	S 52°30'16.43"	105.00'	S 27°38'00"	E 180°00'00"	
C2	S 50°00'16.17"	61.45'	N 79°43'15"	W 75°49'30"	
C3	S 15°00'19.85"	118.43'	S 79°43'15"	E 75°49'30"	

LINK	BEARING	DISTANCE
L1	S 41°48'30"	E 25.16'
L2	S 41°48'30"	E 5.10'
L3	N 62°22'00"	E 16.19'
L4	N 74°29'59"	E 38.81'
L5	S 04°16'20"	E 33.98'
L6	S 27°38'00"	E 21.79'
L7	S 72°38'00"	E 14.14'

ALL that certain 3,165 acre (137,847 square feet) tract of land situated in the JONES SHAW SURVEY, ABSTRACT NUMBER 179, Galveston County, Texas, and being out of and a part of Subdivision Number 1 of the original Partition of the Jones Shaw Survey, and further being out of and a part of that certain 130 acre tract of land described in a Deed to E. W. Boyt at Volume 313, Page 30, of the Galveston County Deed Records (G.C.D.R.), and finally being all of that certain tract of land described in a General Warranty Deed to Lang Nguyen at Clerk's File Number 2019049387 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204 and are tied to NGS Mark "HGSD 64" (AW 6988) N: 13,744,577.67, E: 3,366,638.74).

BEGINNING at a 1 inch iron pipe found in the easterly right-of-way (R.O.W.) line of Gulf Shores Drive (60 feet wide); Gulf Shores Section 1, Plat Record 7, Map Number 44, Galveston County Map Records (G.C.M.R.) for the south corner of Guidry Place, a subdivision of record at Plat Record 18, Map Number 989, of the G.C.M.R., and the west corner of the herein described tract (N: 13,739,361.17; E: 3,358,755.55);

THENCE, with the southerly line of said Guidry Place and the northerly line of the herein described tract, North 62 Degrees 22 Minutes 00 Seconds East, a distance of 505.92 feet to a 1 inch iron pipe found in the westerly line of Emerald Beach, Section 2, a subdivision of record at Plat Record 7, Map Number 13, of the G.C.M.R., for the east corner of said Guidry Place and the north corner of the herein described tract;

THENCE, with the westerly line of said Emerald Beach, Section 2, and the easterly line of the herein described tract, South 40 Degrees 40 Minutes 38 Seconds East, a distance of 306.91 feet to a 1/2 inch iron rod with plastic cap stamped "HIGH TIDE SURVEYING" set for the most easterly northeast corner of Lowry's Patton Beach, an unrecorded subdivision in Galveston County, Texas, and the east corner of the herein described tract;

THENCE, with the northerly line of said Lowry's Patton Beach and the southerly line of the herein described tract, the following five (5) courses:

1. South 62 Degrees 22 Minutes 00 Seconds West, a distance of 291.80 feet to an exterior corner, and from which a 1/2 inch iron pipe found for reference bears South 18 Degrees 49 Minutes West, a distance of 0.6 feet;
2. North 41 Degrees 48 Minutes 30 Seconds West, a distance of 75.00 feet to a 3/4 inch iron rod found for an interior corner;
3. South 62 Degrees 22 Minutes 00 Seconds West, a distance of 100.00 feet to a 1 inch iron pipe found for an interior corner;
4. South 41 Degrees 48 Minutes 30 Seconds East, a distance of 25.16 feet to a 1 inch iron pipe found for an exterior corner;
5. South 62 Degrees 22 Minutes 00 Seconds West, a distance of 107.87 feet to a 1/2 inch iron rod with plastic cap stamped "HIGH TIDE SURVEYING" set in the easterly R.O.W. line of said Gulf Shores Drive for the south corner;

THENCE, with the easterly R.O.W. line of Gulf Shores Drive and the westerly line of the herein described tract, North 41 Degrees 48 Minutes 30 Seconds West, a distance of 258.54 feet to the **POINT OF BEGINNING**, containing 137,847 square feet (3,165 of one acre) of land.

STATE OF TEXAS ||
COUNTY OF GALVESTON ||
I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on September 10, 2020, at 10:10 o'clock PM, and duly recorded on September 10, 2020, at 10:10 A.M., in Plat Record instrument # 2020056427, Galveston County Records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written.

DWIGHT D. SULLIVAN, County Clerk,
Galveston County, Texas

By Debraida Lopez Deputy

APPROVED FOR FILING, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

Mark A. Henry
Mark A. Henry - County Judge

Darrell Apfel
Darrell Apfel - Commissioner Precinct No. 1

The above subdivision titled CRYSTAL BEACH ESTATES, as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of August 24, 2020.

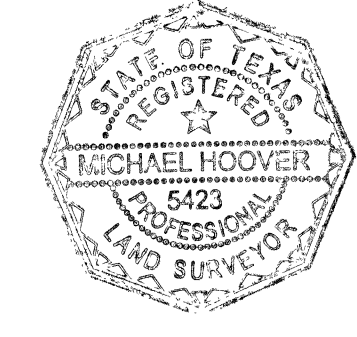
Dwight D. Sullivan
Dwight D. Sullivan, County Clerk

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioner's Court.

Michael C. Shannon
Michael C. Shannon - County Engineer

This is to certify that I, Michael Hoover, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all block corners, angle points, and points of curve are or will be properly marked with permanent monuments and that this plat correctly represents that survey.

Michael Hoover
Michael Hoover
Registered Professional
Land Surveyor No. 5423



- GENERAL NOTES:
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency. According to the FEMA Flood Community Number 485470, Panel No. 0315, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 16 feet.
 - 2) All bearings and coordinates shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark HGSD 64 (PID AW6988) (N: 13,744,577.67; E: 3,366,638.74).
 - 3) Benchmark: HGSD 64 (PID AW6988), a punch mark in the top of a stainless steel rod driven into the ground and inside a 1-inch PVC pipe that is 20 feet long filled with grease that is enclosed in a 5-inch PVC pipe with lego cap stamped HGSD 64 1986 situated about .3 mile northeast of Crystal Beach on the Bolivar Peninsula. Elevation: 5.1 feet, NAVD 1988.
 - 4) All lots shall have 5 foot side building lines, unless shown otherwise hereon.

STATE OF TEXAS ||
COUNTY OF GALVESTON ||
I, Tom Nguy, Entity Representative and Managing Partner of Crystal Beach Estates, LLC, hereinafter referred to as Owner of the 3,165 Acres (137,847 square feet) described in the above and foregoing plat of CRYSTAL BEACH ESTATES, LLC, do hereby make and establish said plat and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owner has dedicated and by these presents does dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.), as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owner has dedicated and by these presents does dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional ten feet (10' 0") for ten feet (10' 0") setback ground easements or seven feet (7' 0") for sixteen feet (16' 0") setback ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road, alley or any drainage ditch, either directly or indirectly.

FURTHER, Owner does hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bays, creeks, gulches, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes and labeled as Bulkhead Building Line and Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts and bridges to be provide for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners deso hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owner certifies and covenants that he has complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, the Owner hereby certifies that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

Tom Nguy
Tom Nguy, Entity Representative and Managing Partner,
CRYSTAL BEACH ESTATES, LLC

STATE OF TEXAS ||
COUNTY OF GALVESTON ||
I, Jennifer Kay Grant, My Commission Expires 08/18/2024, ID No. 128428254, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of August, 2020.

Jennifer Kay Grant
Notary Public in and for the State of Texas



CRYSTAL BEACH OFFICE
Registration Number: 10194364
(409) 684-6400 www.hightidesurveying.com
975 LAZY LANE WEST, CRYSTAL BEACH, TX 77650
Mailing P.O. BOX 16142 | GALVESTON, TX 77552

**CRYSTAL BEACH
ESTATES**

3.165 ACRES
(137,847 square feet)
situated in the
JONES SHAW SURVEY
Abstract Number 179
Galveston, County, Texas

20 LOTS 1 BLOCK
Owner:
Lang Nguyen
7830 Northwinds Drive
Missouri City, TX 77549
Tom Nguy
Entity Representative and
Managing Partner
Crystal Beach Estates, LLC

AREA TABLE					
Lot	Square Foot	Acreage	Lot	Square Foot	Acreage
1	4,806	0.110	12	7,850	0.181
2	4,806	0.110	13	4,842	0.112
3	4,806	0.110	14	4,611	0.106
4	4,806	0.110	15	6,524	0.150
5	4,806	0.110	16	7,132	0.164
6	4,806	0.110	17	7,132	0.164
7	4,806	0.110	18	7,928	0.182
8	4,746	0.109	19	5,592	0.128
9	4,652	0.107	20	5,592	0.128
10	6,084	0.140	Street	26,827	0.616
11	4,693	0.108	Total	137,847	3.165

LEGEND

B.L.	Building Line
D.E.	Drainage Easement
U.E.	Utility Easement
GCMR	Galveston County Map Records
R.O.W.	Right of Way
AC	Acre(s)
P.O.B.	Point of Beginning
Sq. Ft.	Square Feet
GCCF	Galveston County Clerk's File
GCDR	Galveston County Deed Records
FCN	Film Code Number

2020056427