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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RAINTREE VILLAGE, SECTION 13**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. AND BEAZER HOMES TEXAS, L.P. (hereinafter collectively referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the approximately 17.2840 acre tract of land which has been platted as Raintree Village Section Thirteen (13), a subdivision in Harris County, Texas, according to the maps or plats thereof recorded under Film Code No. 675958, in the Map Records of Harris County, Texas (the "Subdivision"); and

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WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase property in the Subdivision, that there be established and maintained a uniform plan for the improvement and development of the Subdivision as a highly restricted and modern subdivision of the highest quality.

NOW, THEREFORE, Declarant hereby declares that all of the Lots (hereinafter defined) in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to 2014 Raintree Village Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to the property and interests in real property owned or to be acquired by the Association and shall include, but is not limited to,

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recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, and sprinkler systems.

Section 3. "Declarant" shall mean and refer collectively to LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, and BEAZER HOMES TEXAS, L.P., a Delaware limited partnership, and their respective successors and assigns, provided a successor or assign (i) acquires more than one Lot in the Subdivision for purposes of development or resale and (ii) is designated as a Declarant by an instrument in writing executed by Declarant or one of the entities comprising Declarant and filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 4. "Lot" shall mean and refer to any of the numbered lots in the Raintree Village Section Thirteen (13) subdivision or in any other subdivision within the jurisdiction of the Association, including a lot or lots created by replatting a reserve tract.

Section 5. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit.

Section 6. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 7. "Reserve" shall mean and refer to the landscaping, open space, and drainage reserves shown on the plat of a subdivision which is within the jurisdiction of the Association.

Section 8. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in a subdivision which is within the jurisdiction of the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 10. "Subdivision" shall mean and refer to that certain real property within the Raintree Village Section Thirteen (13) subdivision.

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ARTICLE II

Property Rights

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any assessment against his or her Lot or any other sum due the Association remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, governmental authority or utility for such purpose and subject to such conditions as may be determined by the Association.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to members of his or her family, tenants, or contract purchasers who reside on the Lot. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefor, whether it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration and any rules and regulations published by the Association applicable to the Common Area.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area in the Subdivision to the Association, free and clear of all liens. The Common Area shall at all

times be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve easements over, on or under the Common Area for utility services as set forth in Article X, Section 1 hereof.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot within the jurisdiction of the Association, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot through judicial or non-judicial foreclosure, shall be a Member of the Association.

Section 2. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association and they shall be as follows:

(a) Class A: All Members in the Association, other than Declarant, shall be considered Class A Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section 1 (b). When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members, however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

(b) Class B: Class B Members shall be those individuals or entities who are herein defined as Declarant, and for each Lot owned they shall be entitled to five (5) votes on each matter coming before the

Members at any meeting or otherwise. When a particular Lot is owned by more than one such individual or entity, all such individuals or entities holding an ownership interest in that Lot shall be considered Class B Members, however, for that particular Lot they shall be entitled to a total of no more than five (5) votes on each matter coming before the Members at any meeting or otherwise. The five (5) votes for such Lot shall be exercised as they among themselves determine. Once a Lot is sold to an individual or individuals who would be classified as Class A Members the five (5) votes attached to that Lot shall be extinguished. All Class B memberships shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

- (i) When the total number of votes entitled to be cast by the Class A Members at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Members;
- (ii) February 6, 2025; or
- (iii) At such earlier time as the Class B Members, in their sole discretion, shall elect.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association, the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual(s) or entity who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums, and repair, maintenance and acquisition expenses incurred by the Association and at the option of the Board of Directors of the Association for any or all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways and esplanades; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees and shrubbery on esplanades and in the Common Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property within its jurisdiction, including the Subdivision, in neat and good order, or which they consider of general benefit of the owners or occupants within its jurisdiction, including the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein.

Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. The annual assessment by the Association for 2015 was Three Hundred Ninety Six and No/100 Dollars (\$396.00) per Lot. The annual assessment may be increased in any year thereafter in conformance with the rise, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding year or alternatively by an amount equal to a ten percent (10%) increase over the prior year's annual assessment, whichever is greater, without a vote of the Members of the Association. The annual assessment may be increased above that established by the Consumer Price Index formula or the above mentioned percentage increase only with the approval of the Owners of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding sixty

percent (60%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Lots: Those Lots containing a substantially completed but unoccupied Living Unit, shall be assessed fifty percent (50%) of the full assessment as set by the Board of Directors of the Association; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots in the Subdivision on the first day of the month following the date this Declaration is filed of record or on such later date as the Board of Directors may determine. The first annual assessment for the Lots in the Subdivision shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Assessments shall be due and payable yearly in advance or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the

Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Capitalization Payments. Upon each conveyance of a Lot which is not an Exempt Transfer (as hereinafter defined), a payment shall be made by or on behalf of the purchaser to the Association in an amount equal to one hundred percent (100%) of the annual assessment for the year in which the sale or transfer occurs. This amount shall be in addition to, not in lieu of, the annual assessments and shall not be considered an advance payment of annual assessments. This amount shall be paid to the Association at the closing of the purchase of the Lot and may be used for such purposes as may be determined by the Board from time to time. For purposes hereof, the term "Exempt Transfer" means the transfer of title to a Lot: (i) by a co-Owner to any person who was a co-Owner immediately prior to such transfer; (ii) to the Owner's estate, surviving spouse, or child upon the death of the Owner; (iii) to any entity wholly owned by the grantor; (iv) to a mortgagee or the designee of a mortgagee in lieu of foreclosure or upon foreclosure of a mortgage; (v) to an interim Owner in connection with an employer relocation agreement; or (vi) by Declarant to a homebuilder.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Section 10. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and non-judicial foreclosure securing the payment off all assessments and charges due the Association, but said vendor's lien and power of sale and non-judicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and non-judicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and non-judicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

Insurance

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

- (a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of

the improvements and facilities located upon the Common Area and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;

(b) A comprehensive policy of public liability insurance covering all of the Common Area and insuring the Association, within such limits as it may consider acceptable (but with coverage of not less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other covering the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable by the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by

a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceeds on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI

Architectural Control

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee for the Subdivision (herein referred to as the "Committee") comprised of Greg Coleman, Vanessa Perez and Michael W. Johnson, all of Harris County, Texas, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. In the event any of the said members of the Committee should die, resign, refuse to act, or become unable or ineligible to act, the remaining member or members shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee.

Section 2. Duties and Powers. The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall or other structure or improvement of any nature shall be placed, constructed, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, color scheme and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

Section 3. Committee Approval. A majority of the Committee may designate one or more representatives with authority to grant the approval herein required. Any approval or disapproval by the Committee or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or by registered or certified mail, return receipt requested. In the event said Committee or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no plans and

specifications have been submitted and if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to ninety (90) days after the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with; provided, however, the necessity for compliance with all the remaining provisions of this Declaration shall not be waived or affected by the Committee's failure to act.

Section 4. Term. The duties and powers of the members of the Committee herein named, their successors, assigns and designated representative(s) shall cease on the termination of the Class B Membership in the Association. Thereafter, the duties and of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue so long as this Declaration remains in force and effect. Prior to the termination of the Class B Membership, the then current members of the Committee may voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

ARTICLE VII

Exterior Maintenance

In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but not the obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in

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connection with the performance of the exterior maintenance and utility work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII

Use Restrictions

Section 1. Residential Use. Each and every Lot in the Subdivision is hereby restricted to residential dwellings for single-family residential use only. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment houses, boarding houses, hotels and commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited.

Section 2. Common Area. The Common Area in the Subdivision shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities which are part of the Common Area.

Section 3. Business Activity. No business activities of any kind whatsoever shall be conducted on any Lot in the Subdivision; provided, however, (i) the foregoing restriction shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth, and (ii) an Owner or occupant of a Living Unit may conduct business activities within the single family residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity does not involve door-to-door solicitation of residents of the Subdivision; and (c) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board of Directors. In addition, a builder on Lots in the Subdivision shall be allowed to use one two-car garage structure as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any

residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sale opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units and a sales office.

Section 5. Signs. No advertising signs (except not more than one nine (9) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or residents of any other Lot. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance to the Subdivision. The Board of Directors of the Association shall have the right to approve the design and wording of all signs and the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved by it. In no even shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 6. Type of Living Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than detached single family dwellings of not less than one thousand (1,000) square feet and not more than two (2) stories, and the first floor of the two (2) story single-family dwellings shall be no less than seven hundred (700) square feet, together with a private garage for not less than two (2) cars, and with a roof of either wood shingles, tile, or composition shingle of not less than two hundred thirty-five (235) pound weight or an equal approved by the Committee.

Section 7. Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the recorded plat of the subdivision containing the applicable Lot. Should two or more adjoining Lots be owned by the same Owner, said Owner shall be permitted to erect a structure across the common property line of the Lots owned by said owner and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined

to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the Committee, the immediately preceding sentence shall in no way affect or change the side or rear set-back lines hereinabove set forth and these set-back lines shall continue to apply to any Lots under the same ownership. Where a Lot has frontage on both a public street and a private street, the main entrance to the dwelling constructed thereon shall face, and the driveway shall provide access from, the private street, unless the Committee authorizes a different layout in writing.

Section 8. Dimensions of Living Units. No residential structure shall be erected, altered, placed or permitted to remain on any Lot unless its living area has a minimum of 1,000 square feet of usable floor space exclusive of porches and garage, and, in the case of a two-story structure, at least 700 square feet on the ground floor; unless otherwise approved by the Committee.

Section 9. Sidewalks. The Owner may construct in the adjacent street right(s)-of-way a concrete sidewalk parallel to the street curb provided said Owner (i) obtains the prior written approval of the Committee and/or (ii) constructs said sidewalk in accordance with specifications therefor to be published by the Committee, Harris County and any other state, federal or local agency having jurisdiction. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s)-of-way.

Section 10. Driveways. Unless the Committee agrees otherwise each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion of the street right-of-way.

Section 11. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

Section 12. Temporary Structures. All buildings or structures erected upon Lots in the Subdivision shall be of new construction and no buildings or structures shall be moved from other locations onto said Lots. No structures of a temporary character, including tents,

shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 13. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 14. Animals and Livestock. The raising or keeping of hogs, horses, poultry, fowls or other livestock on any Lot in the Subdivision is strictly prohibited. Consistent with its use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes.

Section 15. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within site of the Common Area or any street or adjacent Lot.

Section 16. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. No incinerator may be maintained on any portion of the Subdivision.

Section 17. Exterior Antennas. Except as otherwise permitted by law, without the prior written approval and authorization of the Board of Directors of the Association, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision, other than an aerial for a master antenna system, should any such master system or systems be utilized and require an exterior antenna, and satellite television dishes which are located on the rear of the residence or rear of the Lot unless a satellite signal cannot be received at such location.

Section 18. Storage of Vehicles. No portion of the streets or Common Area shall, without the express written permission of the Association, be used for the storage of boats, trailers, campers, unused or inoperable automobiles or any items which the Association deems unsightly or inappropriate. Boats, trailers, campers, unused, or inoperable automobiles and other machinery consistent with the use of the premises as a residence

may be kept on Lots, provided they are kept or stored within a garage or such other place as may be completely out of view from the Common Area, or any street or adjacent Lot.

Section 19. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision.

Section 20. Sale of Liquor. No spiritous, vinous or malt liquors, medicated bitters or other alcoholic beverage of any kind capable of producing Intoxication shall ever be sold or offered for sale on any Lot in the Subdivision, nor shall any portion of the Subdivision be used for vicious, illegal or immoral purposes, or for any purpose in violation of the laws of the state of Texas, or the United States, or of the police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 21. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 22. Maintenance. All residences and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such a manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

Section 23. Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any common areas.

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ARTICLE IX

Management Agreements

Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement without cause by giving the other party thirty (30) days written notice. In no event shall such management agreement be cancelled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the property within the jurisdiction of the Association and assume self-management by the Association upon the execution of a written agreement executed by the Members holding a majority of the membership votes entitled to be cast at a meeting of the Members or otherwise. This written agreement may be circulated by a door-to-door canvass of the Members and need not be presented for approval at any meeting of the Members or otherwise.

ARTICLE X

Easements

Section 1. General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and, other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas, regardless of whether at such time Declarant has title to the land within the easements. Thereafter, the Association shall have

the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The easements provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single phase electric service may be available to all dwellings or structures located in the Subdivision. In such event the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded plats of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two-foot easement for underground electrical service may be, crossed by driveways, walkways and patio areas, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or other improvements located on the land covered by such easement. Further, the Subdivision shall be subject to such easements, restrictions, covenants and conditions as are required to be imposed

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against the Subdivision by Declarant in any agreement entered into with the electric utility company for the delivery of underground electrical service to the Subdivision (the "Utility Easement"). Accordingly, the recordation of any such utility agreement in the Official Public Records of Real Property of Harris County, Texas shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any and all easements, restrictions, covenants and conditions required under said utility agreement.

ARTICLE XI

Annexation

Additional residential property may be annexed into the jurisdiction of the Association by the Declarant without the approval of any other party other than the owner of such property if it is not owned by the Declarant, provided that such additional property is made subject to a declaration of covenants, conditions and restrictions instrument similar to this Declaration and other declarations administered by the Association pursuant to which the Association is granted the right to collect assessments on the residential lots within such annexed property on a uniform basis with assessments on all of the Lots within the jurisdiction of the Association. Such annexation shall be effective on the date an instrument signed and acknowledged by the Declarant describing the annexed property is filed for record in Harris County, Texas property records. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed into the Association will be combined with the funds collected by the Association from other Lots in its jurisdiction and used for the benefit of all property in the jurisdiction of the Association and all Owners in the manner hereinabove provided. The owners of lots in the annexed property shall become Members of the Association with the same voting rights as the Owners of the Lots in the Subdivision and shall have the right to use the Common Area of the Association.

ARTICLE XII

General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by reason of the provisions contained in this

Declaration. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns until February 6, 2035, after which time said covenants, conditions, restrictions, reservations, liens and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Harris County, Texas altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Harris County, Texas, so amending this Declaration; provided, however, as long as there is a Class B Membership in the Association, any amendment hereto must also be signed by the Declarant.

Section 3. Canvassing. Where this Declaration requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

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Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

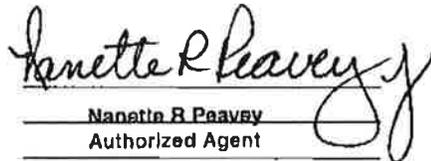
IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for Raintree Village Section Thirteen (13) is executed on this the 7th day of January 2016

DECLARANT:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

(4)2OR

By: Lennar Texas Holding Company,
its general partner

By: 
Name: Nanette R Peavy
Title: Authorized Agent

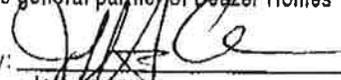
BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

2OR

By: Beazer Homes Texas Holdings, Inc.,
its general partner

~~By: _____
Name: _____
Title: _____~~

BEAZER HOMES TEXAS HOLDINGS, INC.
(As general partner of Beazer Homes Texas, L.P.)

By: 
Jeff Anderson
VP Land Acquisition and Development - Houston

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

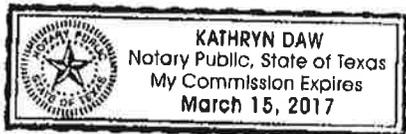
This instrument was acknowledged before me on the 28TH day of DECEMBER, 2015 by NANETTE PEVEY, AUTHORIZED AGENT of Lennar Texas Holding Company, the general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, on behalf of said limited partnership.



Elizabeth Reynolds
Notary Public – State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of January, 2016 by Jeff Anderson, VP Land of Beazer Homes Texas Holdings, Inc., general partner of Beazer Homes Texas, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Kathryn Daw
Notary Public – State of Texas

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Pages 26
01/14/2016 10:30 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$112.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS