

A. Reservations

1. Developer may hereafter, from time to time, by document(s) recorded in the Office of County Clerk, San Jacinto Texas, assign any or all of the rights or powers of the Developer hereunder, and or any successive assignees of such rights or powers.
2. Developer reserves title to the areas which are designated "Common Area" on said plat. None of the provisions hereof shall affect said Reserves, provided, however, that Developer may, by reference to these Reservations, Restrictions and Covenants, impress upon any such Reserve areas any one or more of these Reservations, Restrictions and Covenants, to be evidenced by a written instrument filed of record with the County Clerk of San Jacinto County, Texas.
3. The Developer and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings and other recreational and/or community facilities.
4. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in San Jacinto County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find is necessary or proper.
5. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.
6. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.
7. The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein; any such change or addition to be effected by appropriate instrument recorded in the Office of the County Clerk of San Jacinto County, Texas.

8. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage (including removal and/or trimming) done by any of such parties or any of their agents or employees to the shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.
9. Any utility easement may be used as a drainage easement for the construction of drainage facilities, but any such use shall not unreasonably interfere with its original purpose. Any drainage easement may be used as a utility easement, but any such use shall not unreasonably interfere with its original purpose.
10. The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend such restrictions) as to all or any portion of the unrestricted areas of the Subdivision identified on the aforesaid plat. Any such action shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lien holder, a mortgage, a Deed of Trust beneficiary or any other person.
11. Perpetual easements are reserved for the installations and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along side lot lines (other than street lines) of all lots and/or tracts hereunder, along and within ten (10') feet of the street lines of all lots and/or tracts hereunder, and in the streets, alleys, boulevards, lanes and roads set forth on the plat of the Subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities.
12. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this Subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any

respective lot, "side lot lines", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

B. Restrictions and Covenants

1. Applicability. Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These Restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
2. Dedication. The streets and roads shown on said recorded plat are dedicated to the use of the property owners only and are private. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.
3. Single-Family Residential Use Only.
 - (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational, or commercial purposes.
 - (b) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore such as a chicken processing plant, or junkyard, etc. or any business that will devalue property in the vicinity thereof.
 - (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than ninety (90) days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
 - (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

4. Architectural Control Committee.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Developer (and/or by designees of the Developer, from time to time) to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
- (b) No building, fence, landscape items greater than 6" in height or other structures or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such ACC may reasonably request) have been submitted to and approved in writing by the ACC in all respects, including, by not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
- (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty seven (37') feet from the floor to the roof peak, shall be erected or placed on the following lots: 8, 9, and 10. No building exceeding three (3) stories in height, with a maximum height of forty-seven (47') feet from the floor to the roof peak, shall be erected or placed on the following lots: 1-7 and 11-16.
- (e) The Developer reserves the right to assign any and/or all of its rights concerning the ACC to the Property Owners Association, as herein established, which assignment shall be in writing and filed with the County Clerk of San Jacinto County, Texas.
- (f) Except as may be provided for in these Restrictions, and/or any waiver or approval by the ACC, The International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
- (g) The Developer and/or the ACC shall have the right, (but not the obligation) from time to time, to adopt building standards and to cause the same to be filed of public records with the County Clerk of San Jacinto County, Texas. Notwithstanding any such building standards, the ACC retains the discretion in approving building plans and has the authority to grant any variance to such building standards that the ACC believes to be in the best interest of the Subdivision.
- (h) The Developer and/or the ACC shall have the authority in its discretion, to permit

variances from the effect of restrictive covenants contained in these Restrictions. The Developer and/or the ACC shall have the right to require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Developer and/or the ACC shall approve such request for a variance, the Developer and/or the ACC may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Developer and/or the ACC to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted and the alternate fence height approved or specifying the location), and signed by an authorized representative of the Developer and/or the ACC (or by the Developer and/or the ACC's designated representative if one has been designated). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Developer and/or the ACC, or (b) failure by the Developer and/or the ACC to respond to the request for variance.

5. Construction Requirements.

- (a) No building shall be erected or maintained thereon other than a private residence (with a minimum floor area of one thousand four hundred (1400) square feet on all lots hereunder), a storage building (with minimum floor area of thirty (30) square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes, including "manufactured housing", shall not be allowed in the Subdivision. Exceptions may be approved by the Developer and/or the ACC for component type manufactured housing that meets all other standards established by the Developer and/or the ACC.
- (b) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (c) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (d) Only metal roofs, on any structure, shall be allowed and must be approved by the Architectural Control Committee. The pitch of said roofs shall be a minimum of eight (8") inches on twelve (12") inches.
- (e) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. Exhibit "A" lists all of the approved roof and paint colors. Roof colors or home colors not already approved on Exhibit "A" may be submitted to the ACC for approval.

The ACC may approve or deny such request in their sole discretion. If the ACC does not respond within two of the request, such request shall be approved. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer or the Architectural Control Committee.

- (f) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee) and shall be a minimum of eighteen feet (18') in length. Each culvert will be a minimum of twelve inches in diameter, galvanized, corrugated steel and an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.
 - (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
 - (h) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC. Any home erected on site must be finished as to exterior appearance within six (6) months from beginning of construction and must be completed inside and out within one (1) year from beginning of construction.
6. Fences. Fences shall not be permitted on all property except necessary to keep dogs on the property owners' property. Hedges shall be allowed, but shall not be more than six (6') feet in height, or such height as would block the lake view of any other property owner in the Subdivision. All fences, hedges and trees must be approved by the Architectural Control Committee before their construction or installation. All fences within the Subdivision shall be well maintained and shall not be permitted to detract from any and all adjacent properties within the Subdivision, and shall be reviewed by the Architectural Control Committee as provided in paragraph 4 herein. The Architectural Control Committee may grant variances upon written request by the owner of the respective tract. Any wooden fences allowed shall be constructed of material to be approved by the Architectural Control Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street. Wooden fences are discouraged where views to any water feature are hindered. No chain link fences shall be erected, placed or permitted to remain on any residential tract, except as may be necessary to contain dogs. No fence shall be installed which will impede the natural flow of water across the tract. Ownership of any wall, fence or hedge erected as a protective screening on a tract shall pass with title to the tract, and it shall be the owner's responsibility to maintain said protective screening thereafter. Trees may installed without

the approval of the ACC. Request for trees must show the location of the trees, species and the projected height and width of the tree.

7. Set Back Lines. No building, or structure other than a fence shall be located nearer to the side lot line or rear lot line than five (5') feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than sixteen (16) feet. No building or structure, other than the boathouse, shall be located nearer than twenty four (24) feet from the bulkhead.
8. Pets. No animals or birds, other than household pets, shall be kept on any lot. Any household pets allowed shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Dogs shall be permitted only if continuously contained by leash or within an approved fenced area.
9. No Temporary Dwellings.
 - (a) Subject to the remaining provisions of this paragraph, no shack, garage, barn, tent, travel-trailer, camper or any temporary structure or any outbuilding (other than a private boathouse, garage, or storage building complying with these Restrictions) shall be erected or placed on any lot nor used as a dwelling, temporarily or permanently, on any tract within the Subdivision.
 - (b) Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.
 - (c) The Developer, and/or the Architectural Control Committee may grant a variance for the camping on a lot during construction, such variance to be limited to time and may restrict the type of camping allowed.
10. Plumbing and Sanitation.
 - (a) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.
 - (b) All residences must be connected to the Central Water System.
11. Lot and Bulkhead Maintenance.
 - (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative

- cars, vans, or buses.
- (b) Grass and weeds may not exceed twelve inches in height.
 - (c) Refrigerators and other large appliances shall not be placed outdoors, except that refrigerators may be stored within any boathouse or planned outdoor kitchen area that is approved by the Architectural Control Committee
 - (d) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
 - (e) Bulkheads. The maintenance of any bulkhead shall be the joint responsibility of the property owners and maintenance fees, and/or a special assessment as provided for by these Restrictions, may be used for the maintenance and upkeep of the bulkhead around the subdivision, installed initially by the Developer.
 - (f) The developer and/or the Property Owners Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
 - (g) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Developer and/or Property Owners Association, the Developer and/or the Property Owners Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Developer and/or the Property Owners Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
12. Subdividing of Lot. No lot may be subdivided without the consent of the Developer, which may be granted or withheld at the sole discretion of the Developer. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Developer.
13. Culverts and Ditches. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Developer or Property Owners Association and replaced at the expense of the lot owner, as authorized by paragraph No. 11 above.

14. Firearms. No hunting, or the discharge of firearms, shall be allowed in any area of said Subdivision.
15. Timber. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.
16. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said Subdivision or Property Owners Association, and neither the Property Owners Association nor the Developer shall be liable for any such injury.
17. Transport Vehicles. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
18. Drilling and other Activities.
 - (a) Drilling or exploration of minerals is not allowed.
 - (b) The water is furnished by Southwest Water Company and no private water wells may be drilled on the lot.
 - (c) No property owner shall excavate, remove or sell the oil other than what may be necessary for the reasonable use, upkeep and maintenance of the property.
 - (d) No property owner shall remove any timber except at the exact locations for a home and driveway. Any other removals must be approved in advance by Developer, for 5 years from the date of purchase, unless that authority has been assigned to the Property Owners Association.
19. Property Owners Association.
 - (a) "Property Owners Association", and/or "Association", as such term is used herein, shall mean the "Somerset Shores Property Owners Association", or such other non-profit association as may be established by the Developer to exercise the rights and duties set forth in these Restrictions.
 - (b) Every property owner in Somerset Shores Subdivision shall be a member of the Property Owners Association, and the Property Owners Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Property Owners Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these Restrictions, and said lawsuit to be brought in the name of the Property Owners Association, upon a vote by the majority of the Board of the Directors of the Property Owners Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these Restrictions, and Bylaws of the

Property Owners Association, as well for enforcement of any other deed restriction violation.

- (c) Any lot owner who has not paid the annual maintenance fees applicable to the lots he/she owns, once such maintenance fees are payable as provided by these Restrictions and the Bylaws, shall be considered in default. Any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Property Owners Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship of office of the Property Owners Association.
- (d) Any lot owner who brings a lawsuit against the Property Owners Association alleging a violation of any duty of the Property Owners Association to enforce the deed restriction, or alleging that the Property Owners Association, or any director, officer and/or agent of the Property Owners Association, shall be liable to the Property Owners Association for any legal fees and costs incurred in defending such lawsuit.
- (e) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Property Owners Association, and the Property Owners Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

20. Maintenance Fees.

- (a) The owners of lots purchased in said Subdivision shall pay a Maintenance Fee in the sum of Five Hundred and no/100 (\$500.00) Dollars per lot, on the 1st day of January of each year, beginning on the 1st day of January of the year immediately following the purchase of a lot. Said Maintenance Fee shall be payable to the Developer until such time as the Developer establishes and assigns such Maintenance Fee to a Property Owners Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by February 1st of the year in which such maintenance fees are due.
- (b) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to

be less than Five Hundred and no/100 (\$500.00) Dollars per lot . Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens retained by Developer and assigned to the Property Owners Association shall remain in full force and effect. If lot owners sell any portion of their land, they are to notify the Developer, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

- (c) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:
- (1) Lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
 - (2) Improvements of any area between curbs and sidewalks;
 - (3) Collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
 - (4) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer;
 - (5) Payment of legal fees and court costs of the Property Owners Association; and
 - (6) doing any other thing necessary or desirable in the opinion of the Board of said Property Owners Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the Restrictions, including any amendments thereto, on file in the County Clerk's office of San Jacinto County, Texas.
- (d) Special Assessments. From and after January 1, 2016, special assessments may be levied by the Board of Directors in the event that Maintenance Charges are insufficient to pay the cost of necessary reconstruction and repair or replacement of capital improvements, comprising the Common Facilities, including maintenance and repair of the bulkhead, including without limitation, those of an emergency nature with respect to the streets in the Subdivision. All special assessments shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting called duly for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any special assessment so approved shall be secured by a lien, the same as for maintenance fees as provided by these deed Restrictions, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The special assessment shall be deemed delinquent if not paid by February 1st of the year in which such special assessment is due.
- (e) The lien to secure the Maintenance Fee, and the lien to secure the Special Assessment

provided by these Restrictions shall be deemed subordinate to the lien(s) of any bank, insurance company, savings and loan institution or any other person or entity which hereafter lends money for the purchase of any property within the Subdivision, and/or for the construction of improvements on any such property.

21. Enforcement of Deed Restrictions.

- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (2) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Developer, the Somerset Shores Property Owners Association, and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- (b) The Developer and the Property Owners Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed Restrictions.
- (c) Neither the Developer, nor the directors, officers or representatives of the Developer, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Somerset Shores Property Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these Restrictions. An exercise of discretionary authority by the Property Owner Association or other representative of the Developer concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- (d) Notwithstanding any other provisions hereof, neither the Developer, nor the Property Owners Association, shall be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
- (e) Each Owner shall be responsible for any damages incurred by such owner and any guests and families alleged to have occurred within the Subdivision, including use of any of the

Common Facilities of the Subdivision.

22. Duration and Amendment.

- (a) The provisions hereof, including the Reservations, Restrictions and Covenants and assessments herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the Developer, the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners of the tract has been recorded in the records of the County Clerk of San Jacinto County, Texas agreeing to change said covenants in whole or in part.
- (b) Additionally, the Property Owners Association, to be established as provided herein, shall have the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants, as the Property Owners Association in its sole discretion may deem reasonably necessary or desirable, subject to the approval of the Property Owners Association's members by a majority vote in favor of such change in or waivers of any or all of the restrictions, conditions, and covenants, by the members of the Property Owners Association at a special or annual meeting at which a quorum is had, and at which special or annual meeting specific notice of such reasonable changes in or waivers of any or all of the above Restrictions, conditions, covenants is given.
- (c) For so long as the Developer owns any lot in the Subdivision, the Developer shall have the right to grant variances to any of these Restrictions, which variances shall be granted at the sole discretion of the Developer.
- (c) The right to amend these Restrictions is subject to the following limitation: no such amendment shall be effective unless joined in by Developer, or any assignee of its rights as "Developer," until such time as Developer, or such assignee, no longer owns a Lot in the Subdivision. In addition, Developer, or any assignee of its rights herein, at its sole discretion and without a vote or the consent of any other party, may modify, amend or repeal these Restrictions at any time prior to the conveyance of the first tract; (ii) as necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (iii) as necessary to comply with the requirements of the VA, HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iv) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clauses (ii), (iii) and/or (iv) immediately above must not have a material adverse effect upon any right of any property owner within the Subdivision. Any amendment to the Restrictions shall be effective upon recording.

23. Partial Invalidity and Severability.
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and Restrictions, and easements.
- (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.
24. No sign, advertisement, billboard or advertising structure of any kind, other than a customary "for sale" sign applicable only to a Lot with a house upon it, which sign has been approved by the Developer and/or Association as to design and color, may be erected or maintained on any Lot. The location of any sign shall be on the front center of the Lot, and no more than one sign shall be placed on any Lot. This paragraph shall not be deemed to prohibit the Developer from placing "for sale" signs upon any Lots or any other portion of the Subdivision. The Developer and/or Association shall have the right to remove and dispose of any prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in so doing shall not be subject to any liability for trespass in connection therewith or arising from such removal or other claim by reason of the disposition thereof. Signs shall not be displayed to the public view. Signs shall only be permitted on the lots in this subdivision as authorized by Section 202.009 of the Texas Property Code, as may be amended from time to time by the Texas Legislature. A property owners shall be entitled to display "contractor" or "sub-contractor" signs, but any such signs shall be removed within thirty (30) days of completion of the work. Nothing herein is intended to prevent property owners from posting a "No Trespassing" sign.

These Restrictions are effective upon filing in the County Clerk of San Jacinto County, Texas.

Executed on this 9th day of August 2012.

SOMERSET SHORES LLC, a Texas limited liability company,

By: _____

Frank S. Nuclereno

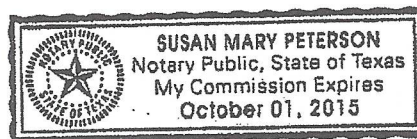
Assistant Vice President of Anthony Properties Management Inc.

THE STATE OF TEXAS

COUNTY OF DALLAS

ACKNOWLEDGED before me on the 10th day of August, 2012, by Frank S. Nuchereno, Vice-President of AP DEVELOPMENT INC., A Texas Corporation, its general partner, on behalf of SOMERSET SHORES LLC, a Texas Limited Liability Company.

Susan Mary Peterson
Susan Mary Peterson
Notary Public, State of Texas



After Recording, Please Return To:

Frank S. Nuchereno
Anthony Properties
12770 Coit Road, Suite 970
Dallas, TX 75251

FILED FOR
RECORD
2012 AUG 22 PM 2 50
Angelia Steele
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Angelia Steele, hereby certify that this instrument was FILED in
number sequence on the date and time stamped herein by me, and was
duly RECORDED, in the OFFICIAL PUBLIC RECORDS of San
Jacinto County, Texas as stamped herein by me on

AUG 22 2012



ANGELIA STEELE
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

Exhibit A:

These are the approved colors by the Architectural Control Committee.

Roof-

Deepriver Blue

Charcoal

Chestnut Brown

Paint Colors

Valspar 300-8-2B Warm Summer-

SW 6414 Rice Paddy-

SW 0068 Copen Blue-

SW 7685 White Raisin-

MSL 232 Beach Sand-

SW 6379 Jersey Cream-

Valspar CI 175 Sweet Serenity-

Approved Color Schemes:

1.

Roof Color---Mueller Galvalum Plus- Deep River Blue, Charcoal, or Chestnut Brown

Siding Color--SW 6680 Friendly Yellow

Trim Color---SW 7566 Westhighland White

Front Door Color-SW 6215 Rocky River

2.

Roof Color---Mueller Galvalum Plus- Charcoal

Siding Color--SW 0068 Copen Blue

Trim Color--SW 7566 Westhighland White

Front Door Color--SW 6200 Link Gray