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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKELAND SECTION THREE**

**A premier master planned community
in Brazoria County, Texas
developed by
Lakeland Communities, L.P.**

CHICAGO TITLE - FRIENDSWOOD
GF# 15659681

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FOR
LAKELAND SECTION THREE**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKELAND SECTION THREE**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Declaration of Covenants, Conditions and Restrictions for Lakeland (“Declaration”) is made effective as of the date recorded in the Official Public Records of Brazoria County, Texas (“Public Records”) by Lakeland Manvel Development, L.P., a Texas limited partnership (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the tract of land consisting of approximately 40.06 acres of land situated in Brazoria County, Texas as more particularly described in Exhibit “A” attached hereto and incorporated by reference (the “Restricted Property”); and

WHEREAS, Declarant desires to impose upon the Restricted Property the covenants, conditions and restrictions set forth in this Declaration, for the benefit of the Owners of each portion thereof, and thereby to establish a general plan for improvement of the Restricted Property and to establish a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Restricted Property;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Restricted Property described in Exhibit “A” attached hereto, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and such Restricted Property, and any additional property which is hereafter subjected to this Declaration by a Supplemental Declaration (as defined herein) as permitted by the provisions hereof, shall be held, sold, transferred, conveyed, leased, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby and hereafter made subject hereto, and shall be binding on all Persons having or acquiring any right, title, or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof. This Declaration does not and is not intended to create a condominium within the meaning of Texas Property Code, Section §1.001, et seq.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 - Architectural Control Committee or “ACC” shall mean and refer to the entity that has the power, authority and duties more fully described in Article V of this Declaration.

1.2 - Assessment shall mean and refer to those charges established by this Declaration upon the Lots, including annual assessments, special assessments and specific assessments (individually and collectively referred to as "Assessments").

1.3 - Association shall mean and refer to the Lakeland Property Owners Association, Inc., a Texas nonprofit corporation and its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.

1.4 - Board shall mean and refer to the Board of Directors of the Association.

1.5 - Bylaws shall mean and refer to the Bylaws of the Association as filed in the Public Records and any amendment thereof.

1.6 - Certificate shall mean and refer to the *Certificate of Formation of Lakeland Property Owners Association, Inc.* as filed in the office of the Secretary of State of Texas and any amendment thereof.

1.7 - Common Area shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, whether located within or without the boundaries of the Restricted Property, now or hereafter owned, leased, operated or maintained by the Association for the common use and enjoyment of the Members of the Association.

1.8 - Declarant shall mean and refer to Lakeland Manvel Development, LP, a Texas limited partnership, its duly authorized representative or their respective successors or assigns.

1.9 - Declaration shall mean and refer to this instrument and any amendment thereof.

1.10 - Design Guidelines shall mean and refer to the criteria and guidelines, whether written or not, established by the Architectural Control Committee for construction, improvements, modifications, landscaping and other changes on Lots within the Restricted Property.

1.11 - Governing Documents shall mean and refer to all documents adopted and filed in the Public Records, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of the Association, including, without limitation, the Certificate, Bylaws, Declaration, Design Guidelines, rules, regulations, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

1.12 - Governmental Authority shall mean and refer to any federal, state, county, city or local governmental or quasi-governmental authority, entity or body, or any departmental agency thereof, exercising jurisdiction over a particular subject matter.

1.13 - Improvement shall mean and refer to every structure, fixture, addition, and all appurtenances thereto, of every type and kind located above, below, on or to, the Restricted Property, including, but not limited to, residences, buildings, garages, storage buildings, outbuildings, patios, decks, fences, trash enclosures, screening walls, retaining walls, exterior air conditioning, water softener fixtures or equipment, landscaping, swimming pools, basketball goals, play structures, signs, tanks, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.14 - Lot shall mean and refer to the physical portion of real property designated for separate ownership within the Restricted Property as shown on the Plat of the Restricted Property. A Lot includes the real estate and any Improvements located thereon and any easements or other rights or privileges appurtenant to such Lot.

1.15 - Member shall mean and refer to any person, persons, entity or entities holding membership rights in the Association.

1.16 - Mortgage shall mean and refer to any purchase money mortgage or deed of trust covering all or any portion of the Restricted Property given to secure the payment of a debt.

1.17 - Mortgagee shall mean and refer to the holder or holders of any Mortgage.

1.18 - Neighborhood shall mean and refer to the Lakeland community as defined by Restricted Property including at Lots and Common Areas.

1.19 - Owner shall mean and refer to any Person who is a fee simple owner of a Lot and its respective successors and assigns of such Person's Lot during the respective period of fee ownership, but does not include a Person having an interest in a Lot solely as security for an obligation. If more than one Person owns a Lot, then each Person shall be deemed an Owner of the fractional interest in such Lot, but such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one Person.

1.20 - Person shall mean and refer to any individual, partnership, firm, association, corporation, limited liability company, limited liability partnership, trust, or any other form of business or Governmental Authority.

1.21 - Plans and Specifications shall mean and refer to any and all documents designed to guide or control the construction or creation of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.

1.22 - Plat shall mean and refer to the Final Plat of Lakeland Subdivision Section Three recorded on March 15, 2016 under Brazoria County Clerk File Number 2016011461 of the plat records of the Public Records as shown in Exhibit "A" and any amendments thereof and the plats of any additional land made subject to this Declaration by a Supplemental Declaration as provided herein.

1.23 - Public Records shall mean and refer to the Official Public Records of Brazoria County, Texas.

1.24 - Residents and Guests shall mean and refer to any persons who are not Owners but reside in the Neighborhood or are an invited guest of an Owner or resident.

1.25 - Restricted Property shall mean and refer to the 40.06 acre tract of land shown on the Plat and any additional land made subject to this Declaration by a Supplemental Declaration as provided herein.

1.26 - Supplemental Declaration shall mean and refer to (i) an amendment to this Declaration subjecting additional property to this Declaration or deannexing property from this Declaration in accordance with the provisions hereof, and/or (ii) an instrument which designates a Neighborhood or imposes additional restrictions on a portion of the Restricted Property already subject to this Declaration which may be enforced by the Association.

ARTICLE II
LAKELAND PROPERTY OWNERS ASSOCIATION

2.1 - Organization. The Association has been or will be organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association are (1) the collection, expenditure, and management of the Assessments, (2) enforcement of the covenants, conditions and restrictions contained herein and in any Supplemental Declarations, (3) providing for the maintenance and preservation of the Common Areas and facilities of the Association, (4) architectural control of the Lots, and (5) establishment of a method for the administration, maintenance, preservation, use and enjoyment of the Restricted Property now and hereafter subject to this Declaration.

2.2 - Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association, subject to the provisions of this Declaration and the Bylaws.

2.3 - Voting Rights. The Association shall have two (2) classes of voting membership as described herein:

- (a) Class A - Class A Members shall be all Owners except the Declarant, so long as the Declarant retains Class B voting rights as defined herein, and shall be entitled to one (1) vote for each such Lot so owned.
- (b) Class B - The Class B Member shall be the Declarant and shall be entitled to fifteen (15) votes for each Lot or Unit owned in the Restricted Property. The Class B membership shall cease to exist and be converted to Class A membership when the first of one of the following occurs:
 - (1) when the total votes outstanding in Class A membership exceeds the total votes outstanding in Class B membership, or
 - (2) when the Declarant, in its discretion, so determines and records an instrument to such effect in the Public Records, or
 - (3) ten (10) years following conveyance of the first Lot from the Declarant to an Owner.

ARTICLE III
POWERS AND AUTHORITIES OF ASSOCIATION

3.1 - Powers and Authorities. The Association shall have all powers granted by the Texas Business Organizations Code to non-profit corporations subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas. The Association shall have the power and authority at all time as follows:

- (a) Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

- (b) Rules, Regulations, Policies and Procedures. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Rules, Regulations, Policies and Procedures, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (c) Guidelines. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Guidelines, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (d) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (e) Contracts. To enter into contracts on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any other function necessary for the Association.
- (f) Manager. To retain and pay for the services of a person or firm ("Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager.
- (g) Professional Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (h) Records. To keep books and records of the Association's affairs.
- (i) Transfer Fee. To collect an administrative transfer fee to cover the administrative expenses associated with transfer of property and updating the Association's records. Such fee shall be in such amount as the Board may reasonably determine necessary to cover its costs, including, but not limited to, any fees charged by a Manager for updating its records.
- (j) Assessments. To levy Assessments as provided in Article IV.
- (k) Construction on Association Property. To construct new Improvements or additions to Common Areas, subject to the approval of the Architectural Control Committee as provided in this Declaration.
- (l) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Areas, to maintain and repair parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Restricted Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (m) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Certificate or Bylaws of the Association.
- (n) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon, excluding a completed dwelling used as a single

family residence, for the purpose of enforcing this Declaration or other Governing Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration or other Governing Documents, and the expenses incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article IV hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of this Declaration or other Governing Documents. The Association is also authorized to settle claims, enforce liens and take all such action, as it may deem necessary or expedient to enforce the this Declaration or other Governing Documents.

- (o) Property Ownership. To acquire and own and, subject to the provisions of Section 3.1(p), to dispose of all manner of real and personal property whether by grant, lease, gift or otherwise.
- (p) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, right-of-ways, or mortgages out of, in, on, over or under any Common Areas for the purpose of constructing, erecting, operating or maintaining the following:
 - (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; or
 - (5) Any similar public, quasi-public or private Improvements or facilities; provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

3.2 - Common Areas. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (a) To accept, own, operate and maintain all Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Areas, real and personal, conveyed or leased to the Association by the Declarant and to maintain in good repair and condition all land Improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

- (b) To construct, maintain, repair and replace landscape improvements and irrigation systems within public right-of-ways pursuant to agreement(s) with the County of Brazoria or other appropriate governmental authority.
- (c) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (d) With the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association.
- (e) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

ARTICLE IV ASSESSMENTS

4.1 - Establishment of Assessments. There are hereby established for the benefit of the Association, as a charge on each Lot, Assessments for expenses of the Association. The Assessments shall be determined by the Board of Directors, and the Association is vested with the power and authority to levy such Assessments. Each Owner, by acceptance of a deed for its Lot, covenants and agrees to pay such Owner's Assessments.

4.2 - Purpose of Assessments. The Assessments are provided for the benefit and use of the Association and shall be used by the Association to maintain and keep in good repair the Common Areas and for the general purposes of promoting the common benefit of the Owners and Residents in the Restricted Property. The judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith.

4.3 - Types of Assessments. Three types of Assessments are provided by this Declaration:

- (a) **Annual Assessments.** Prior to the beginning of each fiscal year, the Board shall prepare an annual budget based on the anticipated expenses and contribution to reserve funds. The Board shall levy an Annual Assessment sufficient to meet the annual budget provided, however, that the Annual Assessment shall not be increased by more than fifteen percent (15%) above the Annual Assessment for the prior year. The Board of Directors may levy an Annual Assessment which is more than fifteen percent (15%) above the Annual Assessment for the prior year with the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association. Annual Assessments shall be levied on a uniform basis against each Lot within the Restricted Property which is not exempt as defined in Section 4.4. All such Annual Assessments shall be due and payable to the Association on the first day of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.
- (b) **Special Assessments.** The Association may levy one or more Special Assessments in any fiscal year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of an Improvement located upon the Common Area provided that any such Special Assessment shall have the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association. Special Assessments shall be levied on a

uniform basis against each Lot within the Restricted Property which is not exempt as defined in Section 4.4. All such Special Assessments shall be due and payable to the Association in such manner as the Board may designate in its sole and absolute discretion.

- (c) Specific Assessments. The Association may levy a Specific Assessment against an individual Lot in accordance with Section 3.1(n), Section 4.6, Section 5.9, Section 10.9 and Section 10.10 of this Declaration. Any such Specific Assessment shall be due and payable to the Association fourteen (14) days after the date of the invoice delivered to the Owner containing the Specific Assessment.

4.4 - Exempt Property. All Lots dedicated to and accepted by a public authority and all Lots owned by the Association shall be exempt from Assessments created herein.

4.5 - Creation of Lien and Personal Obligation. All Assessments, together with interest, attorneys' fees, and other charges authorized under this Declaration, shall be a charge on the Lot and shall be secured by a continuing lien hereby imposed upon the Lot against which each Assessment is made. Each such Assessment, together with interest, attorneys' fees and other charges authorized under this Declaration, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment became due or any other charge was incurred.

4.6 - Effect of Non-Payment of Assessments. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Areas or for any other reason.

- (a) Assessments not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum or the highest lawful rate, whichever is lower.
- (b) The Association may file a notice in the Public Records against the Lot of the delinquent Owner setting forth (i) the amount of the claim of delinquency including interest and costs of collection, (ii) the legal description and street address of the Lot against which the lien is claimed and (iii) the name of the Owner thereof. Such notice shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The notice shall continue until the amount listed and all subsequently accruing amounts are fully paid or otherwise satisfied, at which time Association shall execute and record a notice releasing the prior notice.
- (c) Any Owner in default of paying such Owner's Assessments and other obligations when due shall also be subject to any costs of collection, including, but not limited to, administrative late fees and legal fees. If suit is brought to collect an Owner's Assessment, the costs of such suit and related collection efforts (including, without limitation, all reasonably necessary costs and expenses attendant upon bringing such action, including reasonable attorneys' and expert fees and costs, recording fees, filing fees, certified mail costs) shall be paid by the Owner who has defaulted.
- (d) The Association may foreclose on its lien through a judicial foreclosure, pursuant to the provisions of Chapters 51.002 and 209 of the Texas Property Code (and any successor statute). Subject to Chapter 209 of the Texas Property Code, following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any Improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution there under. In the event of nonpayment by any Owner of any Assessments or other charges levied hereunder, the Association may, in addition to foreclosing the lien and exercising the remedies provided, upon ten (10) days prior written notice to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

4.7 - Subordination of Lien to Mortgages. The lien described in this Section 4.5 shall be deemed subordinate to the lien of any mortgage or other liens of any lender which may have heretofore or may hereafter lend money in good faith for the purchase or Improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof, including any home equity loans if required by law. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or other charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Assessments or other charges. The Association shall make a good faith effort to give each such mortgagee listed in the Public Records for the Lot sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 4.5 hereof, which notice shall be sent to such mortgagee by United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessments and other charges upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article.

4.8 - Declarant Obligation for Assessments. The Declarant shall be liable for assessments on any Lots it owns that are not exempt except that, as long as Declarant is a class B Member under Article 2.3, the Declarant may choose, on an annual basis, to satisfy its obligation to pay assessments by paying any shortfall in the Association's operating and reserve budgets ("Deficit Funding"). Such choice by Declarant must be made prior to adoption of the Association's annual budget and will be reflected in the budget. If no choice is made, Declarant shall be deemed to have chosen to continue paying on the same basis as the immediately preceding year. If Declarant chooses to pay assessments, the assessment payments will be due on the same date and under the same terms as the assessments for all other Owners. If Declarant chooses to provide Deficit Funding, payments will be due as the deficits occur with a final payment or credit due after the close of the budget year books. The deficit to be funded by Declarant shall be calculated in a budget year as all operating expenses plus all reserve contributions, based on a reserve analysis, less all revenues.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

5.1 - Purpose. In order to establish and preserve a harmonious and aesthetically pleasing design for the Restricted Property and to protect and promote the value of the Lots, the lots shall be subject to the restrictions set forth in this Article V. Every Owner of a Lot, by acceptance of a deed or other conveyance of interest, agrees to be bound by the provisions of this Article V.

5.2 - Authority. The ACC shall have full power and authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Lots and associated Improvements to assure harmony of external design and location in relation to surrounding structures and topography and to protect and conserve the value and desirability of the Restricted Property as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interest of the Association in maintaining the value and desirability of the Restricted Property as a residential community, or both. The ACC shall have full power and authority to regulate all changes, additions or alterations to a Lot and Improvements thereon.

5.3 - Architectural Control Committee. The ACC shall consist to not less than three (3) nor more than seven (7) members appointed by the Board. The ACC may designate one or more of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of a majority of all the members of the ACC taken with or without a meeting shall constitute an act of the ACC.

5.4 - Design Guidelines. The ACC may adopt procedures and guidelines, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties and to provide guidance to Owners in planning Improvements. Any such Design Guidelines shall become effective against all Lots and Owners upon approval by the Board and filing in the Public Records.

5.5 - Required Approval by Architectural Control Committee. No changes, additions or alterations to any Lot or Improvements shall be commenced by or on behalf of any Owner with respect to any Lot in the Restricted Property unless and until Plans and Specifications and related data showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ACC as to the compliance of such Plans and Specifications with this Declaration and the Design Guidelines, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. This advance, written approval is required for Improvements such as, by way of example but not limited to, the construction, installation or alteration of dwellings, garages, guest quarters, outbuildings, driveways, sidewalks, walkways, decks, balconies, patios, gazebos, greenhouses, awnings, swimming pools, play structures, mail boxes, walls, fences, exterior lights, landscaping and drainage.

Upon approval of Plans and Specifications, no further approval under this Article V shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such Plans and Specifications (e.g., clearing and grading, pouring of footsteps, etc.) or unless such plans and specifications are materially altered or changed.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or repaint the interior of Improvements on his Lot. Furthermore, nothing contained herein shall be construed to limit the right of an Owner to repaint the exterior of Improvements on his Lot with the same color which had been previously approved in writing by the ACC for such Improvements or to perform normal maintenance which restores a new appearance to an Improvement which had been previously approved in writing by the ACC.

The ACC has the authority to establish a fine policy under Section 5.9 which may include a fine for failure to obtain approval from the ACC in accordance with this Section 5.5.

5.6 - Submission of Plans and Specifications. Whenever in this Declaration the approval of the ACC is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other relevant facts and information and may require an Owner to provide such other information as is relevant. The ACC shall have the sole discretion to determine whether Plans and Specifications submitted for approval are acceptable to the Association. The ACC may disapprove Plans and Specifications for any reason which is consistent with the objectives and purposes of this Declaration as determined by the ACC from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

The ACC shall make a decision on any Plans and Specifications submitted within thirty (30) days from the date of the submission of all required documents and review fees provided in Section 5.8, if any, and deposits provided in Section 5.9, if any. If insufficient information is submitted, the ACC may postpone review of the Plans and Specifications until such time as the ACC has received all requested and necessary information and review fees so long as the ACC requests such information and fees within ten (10) days from the date of submission of the Plans and Specifications. Each decision of the ACC must be in writing and returned to the Owner with a designation of "approved", "approved with conditions" or "disapproved". An Owner is bound by any conditions associated with an approval. If the ACC has not issued a written response within thirty (30) days from the date all requested and necessary information and fees are received, the Plans and Specifications shall be deemed approved. No such approval for lack of response shall authorize a violation or grant a variance from this Declaration or the Design Guidelines.

5.7 - Right to Inspect. Any member of the Board, the ACC or their representatives shall have the right, but not the obligation, during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the Plans and Specifications therefore have been approved and are being complied with. Such person or persons shall not be guilty of trespass by reason of such entry. In the event the Association shall determine that such Plans and Specifications have not been approved or are not being complied with, the Association shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved Plans and Specifications.

5.8 - Review Fees. The ACC may charge an Owner a reasonable fee sufficient to cover the expense of reviewing Plans and Specifications and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms thereof. If required, the fee must be paid in advance of ACC review of such Plans and Specifications and related data.

5.9 - Deposits and Fines. The ACC may establish a policy for assessing fines to Owners associated with violations of terms of the Design Guidelines or this Declaration. The ACC may require that a deposit be paid to the Association for certain types of Improvements to pay for any fines incurred during construction of Improvements or damage to the Common Areas related to construction of Improvements. The deposit does not limit Owners liability for fines or damage. The Owner is responsible for all activities and actions occurring within the Restricted Property by Owner or his contractors, agents and others associated with the Improvement. Within thirty (30) days of written notice from Owner of completion of construction, Association shall provide a summary of fines or damage to the Owner and refund the unused deposit or provide a statement of payment due. Any fine and/or damage shall be considered a Specific Assessment on the Lot. Each Owner has a non-delegable duty to ensure that all Persons within the Restricted Property on the Owners behalf comply with this Declaration.

5.10 - Variances. The ACC may, on a case by case basis, authorize variances from compliance with any of the architectural provisions of this Declaration or the Design Guidelines relative to Improvements. Such variances must be in writing and signed by at least a majority of the members of the ACC. For an approved variance regarding building setback line encroachment, the variance becomes effective when filed in the Public Records. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

5.11 - No Waiver of Future Approvals. The approval or consent of the ACC to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans and Specifications, or whatever other matter, subsequently or additionally submitted for approval or consent by the same or a different Owner.

5.12 - Certificate of Compliance. Upon completion of any Improvement approved by the ACC and upon written request by the Owner of the Lot, the ACC shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the ACC pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval of the Improvements by the ACC, either structurally or in conformance with any code, standard or otherwise, or that the ACC actually reviewed or considered the Improvements or the workmanship or material used therein. The Owner is specifically hereby notified that the Certificate in no way warrants the sufficiency, acceptability or

approval by the ACC of the construction, workmanship, material and/or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

5.13 - Non-Liability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, any committee representative, the Association, any member of the Board of Directors, and Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party sought to be held liable. In reviewing any matter, the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an Improvement and/or Improvement to property be deemed approval of, the Improvement and/or Improvement to property from the standpoint of safety, whether structural or otherwise, or in conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, the committee representative, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association and/or for any torts committed by or attributable to the Association, and/or for the tort of another of such Persons, whether such other Persons were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, the Declarant, or otherwise. Finally, neither Declarant, the Association, the Architectural Control Committee, committee representative or their managers, directors, officers, agents, members, or employees shall be liable for any incidental or consequential damages for approval or disapproval of any plan for Improvements, Improvements to property, failure to inspect any premises, Improvements, Improvements to property or portion thereof, and/or for failure to repair or maintain the same. Notwithstanding the foregoing, the Architectural Control Committee shall have the right to obtain reasonable liability insurance coverage and require the Association to pay the cost of same.

ARTICLE VI ARCHITECTURAL RESTRICTIONS

All site work, landscaping, structures, improvements, and other items placed on a Lot and all modifications to a Lot or its Improvements are subject to standards for design, landscaping, and aesthetics adopted pursuant to this Article.

6.1 - Initial Design Guidelines. The initial Design Guidelines are attached as Exhibit "C" but are subject to amendment as provided in Section 6.2. The Design Guidelines contain general provisions applicable to all of the Restricted Property as well as specific provisions that vary based on the type of structure, use, or location within the Neighborhood. The Design Guidelines are intended to provide guidance to home builders, Owners and contractors regarding matters of particular concern to the Association. The Design Guidelines are not the exclusive basis for the ACC decisions and compliance with the Design Guidelines does not guarantee approval.

6.2 - Procedure for Amending Design Guidelines. The Declarant shall have sole and full authority to amend and supplement the Design Guidelines for so long as it holds Class B membership as defined in Section 2.3. Thereafter, the ACC may amend or supplement the Design Guidelines with the Board's consent. Any amendment to the Design Guidelines becomes effective at the time an amended Exhibit "C" is filed in the Public Records. Any supplement to the Design Guidelines becomes effective at the time such supplementing document is filed in the Public Records.

6.3 - Effect of Amendments. Amendments to the Design Guidelines shall apply prospectively only. Amendments shall not require modifications to or removal of any Improvements previously approved once the approved construction or modification has begun (unless not constructed in accordance with the approved plans). However, any new work on such Improvements must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines and such

amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive.

ARTICLE VII GENERAL RESTRICTIONS

All of the Restricted Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

7.1 - Initial Rules. This Declaration provides a framework of covenants and conditions that govern the Restricted Property. The Initial Rules attached as Exhibit "B" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Restricted Property. Therefore, the Board is authorized to change the Initial Rules in accordance with the procedure set forth in Section 7.2.

7.2 - Procedure for Amending Rules. The Board of Directors may adopt new Rules and modify or rescind existing Rules with the consent of the Owners as described in this Section. In order to amend the Rules, the Association must call a special meeting of the Members, provide notice in accordance with the Bylaws and the Texas Property Code, provide a copy of the proposed Rules with the meeting notice, accept input from Owners and conduct a vote. An amendment to the Rules will pass with the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes represented at the meeting at which a quorum is achieved. The amendment to the Rules becomes effective at the time an amended Exhibit "B" is filed in the Public Records.

ARTICLE VIII EASEMENTS

8.1 - Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, right-of-ways, restrictions and related rights, made by Declarant prior to the Restricted Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Restricted Property.

8.2 - Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement area affecting the Restricted Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Restricted Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Restricted Property until approved by the Architectural Control Committee. Additionally, it shall be expressly permissible for the utility companies and other entities supplying service to trim overhanging trees and shrubs which are located on portions of the Restricted Property abutting such easements, in the event it shall be determined that such overhanging limbs and shrubs shall interfere with the maintenance of the underground utilities.

8.3 - Fence Easements. A three foot (3') maintenance easement is hereby dedicated on both sides of all fences installed on, or approximately on, a Lot line for the purpose of maintenance, repair and reconstruction for the benefit of each Owner whose Lot is bounded by the fence. For privacy fences, as defined in the Design Guidelines, such fence is jointly owned by both adjacent Owners and both Owners are jointly liable for its maintenance, repair and reconstruction. For community fences, as defined in the Design Guidelines, such fence is owned by the Association and the Association is solely responsible for its maintenance, repair and reconstruction unless the need for such work is due to damage caused by the adjacent Owner or some other responsible party.

8.4 - Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee and the Brazoria County, Texas Engineering Department or other authority overseeing regional drainage.

8.5 - Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such Improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. Each owner shall also maintain the area from the Owner's front property line to and including the curb in the road right-of-way except for such improvements for which a public authority or utility company is responsible. The surface of such road right-of-way areas may be used for planting of trees and lawns.

8.6 - Title to Easement and Appurtenances Not Covered. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Areas or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant's direction, or by its agents through, along, under or upon any Lot or any part thereof to serve said Lot or any other portion of the Restricted Property.

8.7 - Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall run with title to such Owner's Lot, subject to the following restrictions:

- (a) The right of the Association to suspend the Owner's right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association;
- (c) The right of the Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Certificate and Bylaws;
- (d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and

- (c) The right of the Association to contract for services with third parties on such terms and conditions as the Association may determine.

ARTICLE IX INDEMNITY

9.1 - Indemnity. The Association, Declarant and their directors, officers, members, managers, agents, and employees shall not have any liability whatsoever to any Owner and any person that Owner shall have provided access to the subdivision or any portion thereof by reason of the existence or provision from time to time of subdivision access facilities, including devices or services intended to or which may have the affect of limiting or controlling access to the private street facilities, private street easements and the lots in the subdivision, or providing patrol services, video camera or otherwise monitoring activities within the subdivision, nor the provision from time to time of information through newsletters or otherwise regarding crime and/or security issues (all such subdivision access facilities and security related services being herein referred to as "security services and facilities"). Without limitation of any other provision of this Declaration, each Owner, Resident and Guest, covenant and agree with respect to any and all security services and facilities provided directly or indirectly by the Association as follows:

- (a) security is the sole responsible of local law enforcement agencies, individual Owners, members, their occupants, and their respective guests, lessees, and invitees. Security services and facilities, if any, of the subdivision shall be provided at the sole discretion of the board of directors and the Owners as herein contemplated. The provision of any security services and facilities at any time shall in no way prevent the board of directors, with the consent of the Owners as hereinafter provided, from thereafter electing to discontinue or temporarily or permanently remove such security service and facilities or any part thereof;
- (b) any third party providers of security services (including those providing maintenance and repair of security facilities) shall be independent contractors, and the acts or omissions of which shall not be imputed to the Declarant, Association or their officers, directors, committee members, agents or employees;
- (c) providing of any security services and facilities shall never be construed as an undertaking by the Declarant or the Association to provide personal security or as a guarantee, representation, or warranty that the presence of any security service or facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause;
- (d) each Owner, by his/her/its acceptance of a deed to a lot in the subdivision, shall be deemed to have waived and/or shall waive, on behalf of such Owner and such Owner's occupants, and their respective single family member's, guests, lessees and invitees, any and all claims, now or hereafter arising against the Declarant, the Association and their respective officers, directors, committee members, managers, members, agents and employees arising out of or relating to any injuries, death, loss or damages whatsoever, including, without limitation any injury, death, loss or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any person or property arising, directly or indirectly, from the providing or failure to provide any security services and facilities, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any security services and facilities, whether caused or allegedly caused in whole or in part by the concurrent or sole negligence of the Declarant, the Association or their respective officers, directors, managers, members, committee members, agents, and/or employees;
- (e) to the extent the release above is not deemed effective as to any Owner, occupant, or any single

family member, guests, lessees, or invitees of an Owner or occupant of a lot in the subdivision, the Owner of each lot in the subdivision hereby indemnifies and agrees to defend and hold harmless the Declarant and the Association, and their respective officers, directors, managers, members, committee members, agents, and employees, from and against any and all claims, actions, suits, judgments, damages, costs and expenses (including attorney's fees and court costs) arising from bodily injury and/or death and/or loss or damage to property suffered or incurred by any such Owner, or occupant of such lot or any single family member, guest, lessee, or invitee of the Owner or occupant of such lot, as a result of criminal activity and/or tortuous act or omission within or in the vicinity of the subdivision, whether caused or allegedly caused in whole or in part by the concurrent or sole negligence of the Declarant, the Association or their respective officers, directors, managers, committee members, members, agents, contractors or employees. Any obligation or liability of the Association which is borne by the Association because of an Owner not abiding by such release and indemnity defense and/or hold harmless obligations under this Section shall be assessed by the Association against the lot of the Owner who failed to perform such obligation giving rise to such liability, as a reimbursement assessment against such lot and its Owner and

- (f) each Owner shall be liable to the Association for any damage to the private street facilities and/or the subdivision access facilities of any type or to any equipment thereon which may be sustained by reason of the sole or concurrent negligence of said Owner, single family member, his/her/its occupant, contractors, employees, agents, guests, lessees, or invitees.

Further, it is specifically understood that neither the Declarant, the Association, their directors, officers, managers, committee members, members, agents or employees or any other Owner shall be liable to any person for bodily injury and/or death or damage sustained by such person occasioned by the use of any portion of such Owner's lot or any portion of the private street facilities or the subdivision access facilities. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, their board of directors, other Owners and their respective officers, directors, committee members, members, managers, agents, and employees from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees, litigation costs, and court costs whether caused or alleged cause in whole or in part by the concurrent or sole negligence of the Declarant, Association or its officers, directors, managers, committee members, members, agents, or employees.

9.2 - No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given and/or shall be deemed to have been given or made by the Declarant or their agents or employees to prospective Owners in connection with the subdivision, the Lots, or any improvements and improvements to property thereon, or their physical condition, safety, compliance with the law, fitness for intended use, warranties of habitability and workmanship, and in connection with the subdivision, Association, Lots, the sale, operation, maintenance, cost of maintenance, taxes, regulation thereof, and any other matter whatsoever, unless and except as specifically shall be set forth in writing and executed by the Declarant. Any prospective Owner upon purchasing a Lot from Declarant shall be deemed not to have relied upon any statement, representation and/or warranty of Declarant not expressly stated in an earnest money contract or other writing expressly executed by the Declarant and shall have conducted his/her/its own investigation of all relevant matters prior to purchasing a lot in the subdivision. Declarant makes no warranty, express or implied, regarding the subdivision or any improvement to or improvements in said subdivision, the condition of said subdivision, any safety or security matters, the sufficiency of utilities, security devices, the workmanship, design or materials used in any improvements therein, including without limitation any reserve area, and including without limitation any related express or implied warranty of merchantability, liability, fitness, or suitability for any particular purpose or use or any warranty of quality.

**ARTICLE X
MISCELLANEOUS**

10.1 - Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until January 1, 2032, unless amended as herein provided. After January 1, 2032, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy-five percent (75%) of the Lots within the Restricted Property then subject to this Declaration.

10.2 - Dissolution. In the event of dissolution under Section 10.1, the assets of the Association may be distributed in any manner permitted under the Texas Business Code for Nonprofit Corporations.

10.3 - Mergers or Consolidations. The Association may participate in mergers or consolidations with other nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall require the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association.

Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Restricted Property together with the covenants, conditions and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Restricted Property except as hereinafter provided.

10.4 - Annexations. So long As Declarant retains class B membership as defined in Section 2.3, Declarant shall have the sole authority to annex additional land into the Restricted Property by recording a Supplemental Amendment in the Public Records which describes the additional land and the covenants, conditions and restrictions which shall apply. Thereafter, any annexation shall require the consent of Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association.

10.5 - Amendment. This Declaration may be amended by the recording in the Public Records an instrument approved and executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the total votes in the Association.

Notwithstanding the foregoing, the Association through its Board may unilaterally amend this Declaration at any time (i) to correct typographical and grammatical errors, oversights, ambiguities and/or inconsistencies, (ii) in order to comply with VA, FHA or other federal agency requirements for approval of the Restricted Property for mortgage loans or (iii) to bring this Declaration into compliance with any local, state or federal law; provided, however, that no such unilateral Amendment shall impair or adversely affect the vested property, or other rights, of any Owner or his mortgagee except as required by law.

10.6 - Member Voting. For any proposal that requires approval or consent of Owners under this Declaration, proper notice must be provided to each Owner in advance in accordance with chapter 209 of the Texas Property Code and the Bylaws. Owner votes must be in writing using any method permitted under chapter 209 of the Texas Property Code and the Bylaws. The results of any vote must be affirmed by the Board and evidenced by an instrument signed by the President and Secretary of the Association.

10.7 - Notices. Unless legally required otherwise, any notice permitted or required to be given this Declaration shall be in writing and may be delivered either personally or by U.S. mail or email (electronic mail). If delivery is made by U.S. mail, it shall be deemed to have been delivered on the third day (including only days of U.S. Postal Service delivery) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of U.S. mail delivery. If delivery is made by email, it shall be deemed to have been delivered instantly simultaneous to the message having been emailed to the person at the email address given by such person to the Association for the purpose of electronic communication. An electronic copy, or printout of said copy showing the date sent and the email address to which it was sent, must be maintained by the Association in accordance with document retention policy of the Association. Such addresses may be changed from time to time by notice in writing given by such person to the Association. If an Owner gives such notice by email, owner must maintain a copy of sent email in order to establish proof of delivery to the Association.

10.8 - Indemnification. The Association shall indemnify every director, officer and ACC member against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any director, officer or ACC member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been a director, officer or ACC member at the time such expenses are incurred. The directors, officers and ACC members shall not be liable for any mistake of judgment, negligence, or otherwise taken on behalf of the Association, except for their own individual willful conduct or nonfeasance. The directors, officers and ACC members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent of any obligations as members of the Association) and the Association shall indemnify and forever hold each such director, officer and ACC member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights as to which any director, officer or ACC member, or former director, officer or ACC member, may be entitled. The Association may, at a common expense, maintain adequate general liability and directors' and officers' liability insurance to fund this obligation.

10.9 - Negligence. Each Owner shall be liable to the Association, other Owners, and/or third parties for the expense of any damages caused by his act, neglect, carelessness or by that of any member of his family, or by his guests, tenants, employees, agents, contractors, or subcontractors.

10.10 - Enforcement. In addition to the other remedies permitted herein, if any Person shall violate or attempt to violate any of the terms of this Declaration or other Governing Documents, it shall be lawful for the Association or any Owner to institute and maintain civil proceeding in any court of competent jurisdiction against those violating or attempting to violate this Declaration or other Governing Documents for the recovery of damages, civil fines or to enjoin all or any such violations or attempted violations. The failure of the Association to enforce provisions of this Declaration or other Governing Documents or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

10.11 - Interpretation. The provisions of this Declaration shall be liberally construed to give effect to its purposes and intent of creating a uniform plan for the development and operation of the Restricted Property and of promoting and effectuating the fundamental concepts of the Restricted Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

10.12 - Conflicts. Where not in conflict with the laws of the United States, Texas law shall apply. In the case of any conflict between federal, state or local laws and this Declaration, the federal, state or local laws shall control. In the case of any conflict between the Certificate and this Declaration, the Certificate shall


control, and in the case of any conflict between the Bylaws and this Declaration, this Declaration shall control.

10.13 - Declaration Construction.

- (a) Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (b) Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of MARCH, 2016.


LAKELAND COMMUNITIES, L.P.



Daniel D. Rucker
General Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 15th day of MARCH, 2016 by Daniel D. Rucker, General Manager, Lakeland Communities, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas
My commission expires: July 15, 2019
ID# 130295544

AFTER RECORDING RETURN TO:

Lakeland Property Owners Association, Inc.
4558 FM 2351
Friendswood, Texas 77546

EXHIBIT "B"
INITIAL RULES

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm". It is expressly intended that the Board and the ACC have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances; the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances. The following shall apply to all of the Restricted Property until such time as they are modified pursuant to this Declaration.

1. **General.** The Lots within the Restricted Property shall be used only for residential, recreational and related purposes consistent with this Declaration. No building or other Improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.
2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within the Property.
 - (a) **Animals.** Domestic breeds of birds, dogs, cats and fish, unless otherwise excluded below, may be kept on a Lot for pleasure and use of the occupants, but not for breeding or any commercial purpose. No horses, mules, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas or any other animals shall be kept, permitted, raised or maintained on any Lot. All animals permitted herein shall be kept on a leash within the Restricted Property when not within an enclosed area of the Lot. Pets shall be registered, licensed and inoculated as required by law. Any animal which is permitted to roam free, or, in the Association's sole discretion, makes objectionable noise, endangers the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall, upon Association's request, be removed by the Owner.
 - (b) **Annoyances and nuisances.** Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Lots is prohibited. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots is prohibited.
 - (c) **Antennas, Towers and Satellite Dishes.** No external radio or television mast, tower, pole, wire, aerial, satellite dish, antenna, or appurtenances thereto shall be maintained on the exterior of any portion of any Lot unless screened from view from any streets other than those specifically allowed in compliance with federal law.
 - (i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or
 - (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel, multipoint distribution services, instructional television

EXHIBIT "B"
INITIAL RULES
(continued)

fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

- (iii) an antenna that is designed to receive television broadcast signals shall be permitted on Lots subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property.
- (d) Lakes. The lakes and directly adjacent land throughout the community are owned by Brazoria County MUD No. 61 and provided for detention and aesthetic purposes only. Owners, Residents and Guests may not enter the lakes or launch boats or other watercraft into the lakes. Use of the lakes and directly adjacent land is subject to all rules contained within the "Maintenance and Use Agreement between Brazoria County Municipal Utility District No. 61 and Lakeland Community Association, Inc.", imposed by the District as they may be published and supplemented from time to time.
- (e) Mineral Development. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in drilling of oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.
- (f) Personal Property Sales. Yard sales, garage sales, moving sales, rummage sales, estate sales or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community wide basis, are prohibited.
- (g) Pumping and Irrigation. The Owners of any Lot, which includes or is adjacent to a lake or other body of water shall not draw water for any purpose including irrigation. At no time shall the drilling, usage or operation of any water wells be permitted on any Lot.
- (h) Residential Use. All Lots are for single family residential use only and no Lot is to be used for business, professional, commercial or manufacturing use of any kind, whether or not for profit. A use shall be considered incompatible with this residential neighborhood if any one of the conditions listed below materially exists.
 - (i) Signs are placed on or around the Lot indicating a business (whether or not for profit) is being conducted from the Lot.
 - (ii) Promotional material is being used or distributed which indicates a business (whether or not for profit) is being conducted from the Lot. The use of a residential phone number would not constitute a violation of this guideline but the use of the property address would. Normal business stationary and cards are not considered promotional material for these purposes.
 - (iii) Employees, contractors or other agents associated with the Owner or Occupant of the Lot travel to the Lot and conduct business or carry out their business activities at the Lot.
 - (iv) The Lot is being used in such a manner to routinely cause an excessive flow of traffic to the Lot or an increased amount of parking on or around the Lot.

EXHIBIT "B"
INITIAL RULES
(continued)

- (v) Chemicals or materials are being used, produced or stored at the Lot which are not generally for residential use. Quantities of chemicals or materials are being used, produced or stored at the Lot in excess of normal residential requirements.
- (vi) Excessive amounts of waste materials are being stored or generated from the Lot.
- (vii) An activity or condition exists at the Lot that is offensive or noxious to the community by reason of odor, fumes, dust, smoke, noise or pollution.
- (viii) An activity or condition exists at the Lot that is hazardous by reason of excessive danger of fire or explosion.
- (ix) An activity or condition exists at the Lot which creates an increased liability to other Owners or to the Association.
- (x) The Lot is being used for an activity that is illegal, immoral or involves an act of moral turpitude.
- (i) Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any portion of the Restricted Property, other than that signs and uses permitted herein.
 - (i) With respect to a Lot with a completed dwelling, one (1) professionally made, traditional realtors sign no larger than six (6) square feet advertising the dwelling on the Lot for sale or for rent, provided, however that no sign advertising a dwelling for sale shall contain the word "foreclosure" or any synonym for or derivative of such word.
 - (ii) With respect to a vacant lot or a lot with a dwelling under construction, one (1) professionally made sign no larger than six (6) square feet advertising the lot is available or the dwelling on the Lot for sale.
 - (iii) The Declarant, or any Person designated by the Declarant, may erect and maintaining such commercial and display signs on Lots and Common Areas within the Restricted Property as the Declarant may deem advisable for development, marketing or any other proper purpose.
 - (iv) Political signs may be placed on an Owner's Lot in compliance with chapter 202.009 of the Texas Property Code and any amendment thereof. Such sign may promote a specific candidate or ballot issue in an election for which a vote may be cast in the precinct in which the Lot is located and may be displayed no earlier than 90 days before the election and must be removed before the 10th day after the election. Signs may be no larger than four (4) feet by six (6) feet and must be professionally made.
 - (v) The Association may establish rules for permitting the display of signs for a temporary period in recognition of religious or national holidays, celebration of school spirit or achievements. In addition, the Association may establish rules for display of small informational signs attached to or adjacent to the dwelling such as alarm system or no soliciting signs.

EXHIBIT "B"
INITIAL RULES
(continued)

- (vi) The Association may remove any sign displayed in violation of this section or any permitted sign which has fallen into disrepair.
- (j) Temporary Structures. No structure of a temporary character, whether trailer, motor home, basement, shack, garage or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. A home builder may place a jobsite trailer on a Lot during construction of the dwelling only after the location, size, and design of such trailer is approved in writing by the ACC. Once the dwelling is complete, the jobsite trailer shall be removed.
- (k) Vehicles. No non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, golf cart, off-road vehicle, machinery, or equipment of any kind may be parked or stored on any part of the Lot or adjacent easement, right-of-way of Common Area, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. However, such vehicles or objects may be parked on the driveway or Lot for transitional purposes not to exceed five (5) days.

Passenger automobiles, passenger vans, motorcycles, pick-up trucks and/or SUV's may be parked on the driveway of a Lot if such vehicle is (a) in operating condition, (b) has current registration and inspection stickers, (c) is in regular use on the streets and highways of the State of Texas and (d) does not exceed six feet six inches (6'6") in height, eight feet (8') in width or twenty-four feet (24') in length.

No vehicle shall be parked on any part of the Lot except on paved driveways or within an enclosed garage. No vehicle shall be parked on any street within the Restricted Property overnight.

No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. The above restrictions shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a dwelling or Improvement and/or Improvement to Property on the same Lot.

No unlicensed motor vehicles shall be allowed on the streets or Common Areas within the Restricted Property except for golf carts which have, at a minimum, working headlights, taillights, seatbelts, slow moving reflective safety triangle permanently affixed to the back and operated by a driver holding a valid license to drive on the public roads of Texas. All golf cart drivers shall operate said vehicles in compliance with the driving laws of the State of Texas. All occupants must be seated and wearing safety belts.

The Board may adopt additional rules and regulations regulating the operation of vehicles within the Restricted Property.

3. Prohibited Conditions. The following shall be prohibited in the Restricted Property:

- (a) Unmaintained Improvements. Structures, equipment, or other items on the exterior portions of a Lot which have become discolored, faded, mildewed, rusted, dilapidated or otherwise fallen into

EXHIBIT "B"
INITIAL RULES
(continued)

disrepair. All Improvements on the Lot shall at all times be kept in good condition and repair, and adequately painted or otherwise maintained by the Owner thereof.

- (b) Unmaintained Landscaping. The Owner of each Lot shall, at his or her own expense, keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash, and rubbish, and shall keep such Lot at all times in a neat and attractive condition by regularly mowing turf areas, keeping tree rings, beds and rock areas weed free, trimming along structures, fence, curbs, driveways and sidewalks, pruning trees, shrubbery and plants, replacing dead or diseased turf, plants, shrubbery and trees. No tree, shrub or plant of any kind shall be allowed to encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet.
- (c) Deviations from Guidelines. All properties must be maintained in compliance with the Design Guidelines subject to review by the Architectural Control Committee. If a property falls out of compliance with the Guidelines, it must be promptly returned to compliance.
- (d) Garbage. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage and other refuse shall not be permitted to be dumped or placed upon adjoining land or Common Areas. All trash containers, trash, garbage and other refuse shall be kept in a location not visible from any streets, except that on the day of pickup, such items may be placed at the curb on the morning of pickup and any and all containers for such trash, garbage or refuse shall be returned to their hidden location no later than the end of the day of pickup. Any such items placed at the curb must not hinder pedestrian or vehicular traffic.
- (e) Light Pollution. Exterior lights such as those for security, safety or decorative purposes are allowed provided all exterior lighting is hooded and the main beam of light is not pointed toward or directed at any nearby dwelling, street or Common Area.
- (f) Noise Pollution. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any Lot such that it becomes or will become an annoyance to Owners of other Lots.
- (g) Improper Drainage. All lots must be initially graded to maintain positive drainage as specified in the lot drainage plan. No changes to grade or impediments to drainage installed that result in standing water on or around the lot of direct drainage onto an adjoining. Sprinkler systems shall be maintained in good order and shall be operated so as to not adversely affect adjoining lots.
- (h) Prohibited Vehicles and Equipment. Commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, inoperable vehicles, tractors, campers, wagons, buses, motorcycles, motor scooters, and lawn and garden maintenance equipment must be parked and stored in an enclosed garage or approved outbuilding except when in actual use. Construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area.
- (i) Annoyances and Nuisances. Any condition created by plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Restricted Property is prohibited.

EXHIBIT "B"
INITIAL RULES
(continued)

4. **Right to Cure.** In the event an Owner fails to comply with the provisions of Sections 3(a), 3(b) or 3(c) above, the Association shall have the right, but not the obligation, to do anything necessary to cure the prohibited condition and to invoice the Owner for the cost for such work plus any administrative expenses. Prior to undertaking such work, Association shall comply with Section 3.1(n) of this Declaration. Any charge for such work to the Owner shall become a Specific Assessment against the Lot as described in Section 4.3(c) of this Declaration.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES

1. **Address Numbers.** An address plate showing the address number made of a material, design and style approved by Declarant shall be initially installed on each home by the home builder and maintained by the Owner thereafter. The plate must be clearly visible from the street in front of the dwelling and not obscured by landscaping.
2. **Construction Period.** Under no circumstances shall the construction, reconstruction, or modification of any Lot, dwelling, structure, fence or wall continue for more than six (6) months from the date the work commenced on said construction project.
3. **Construction Standards.**
 - (a) Each home builder and Owner is responsible for street cleaning and trash pickup on the adjoining lots and areas where homes are being constructed. Silt fences shall be installed along the curb and trash cages must be installed on each lot with improvements under construction.
 - (b) Each home builder and Owner is responsible for any damages incurred to the Common Areas, private streets and esplanades caused during construction whether damage is done by the home builder or Owner or by any subcontractor or vendor in the Neighborhood on behalf of the home builder or Owner.
 - (c) Exterior construction may not begin earlier than 7:00 a.m. and must end by 8:00 p.m. unless further restrictions are imposed by the City of Manvel.
4. **Decorative Embellishments.** Decorative embellishments are any items which are not part of the main residential structure, garage or living landscaping at the property and are placed for decorative reasons. Flags and flagpoles are addressed separately in C.13.
 - (a) Small sculptures, potted live plants, benches and decorative items may be placed on the porch area of the home. Potted live plants may also be placed on the driveway behind the front plane of the house as long as they do not block the garage door.
 - (b) A reasonable number of small decorative items, such as clay figures or stepping stones, may be placed in mulched beds in public view as long as the items are no taller than 12 inches, are tasteful and blend in with the shrubbery bed.
 - (c) After review, the ACC may allow a bench to be placed in public view in an area other than the front porch. Any such approved bench would typically be small, attractive, behind the front plain of the house and not blocking the garage door.
 - (d) Other than as listed above, in all other areas visible from public view, there may be no decorative appurtenances placed such as swings, sculptures, fountains, wind chimes, birdbaths, birdhouses, birdfeeders, synthetic plants, or other decorative embellishments.
 - (e) Christmas, holiday or other festive decorations of a temporary nature are exceptions. Decorations may be installed no sooner than four (4) weeks prior to the date of the holiday and must be removed no later than four (4) weeks after the date of the holiday.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
(continued)

5. **Drainage.** All Lots are burdened with reciprocal, mutual easements for drainage of surface waters, including those set forth in the Plat; and no Owner may excavate, fill, or otherwise alter such Owner's Lot in any manner that alters the drainage patterns established as part of the Restricted Property. Without limitation, no Owner shall cause or permit the obstruction, alteration, or modification of the original drainage pattern of any Lot as established as part of the Restricted Property, including any alteration or modification to drainage swales, curbs, gutters, culverts, trenches, devices, or facilities that have been constructed or installed on any Lot for storm drainage purposes, whether through the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevation, regrading of surfaces, filling of culverts, channeling, placing holes or ditches, or any other act. Drainage plans for each Lot must be approved by the Architectural Control Committee prior to the commencement of home construction.
6. **Driveways, Sidewalks and Walkways.**
- (a) All Dwellings shall be constructed with concrete driveways.
 - (b) All driveways will enter from the front of the lot. There will be no driveways that enter from a side street on corner lots except only those approved by the ACC during the initial new home construction.
 - (c) A concrete sidewalk four feet (4') in width shall be constructed in the street right-of-way. For a corner lot, a concrete sidewalk four feet (4') in width shall also be constructed in the street right-of-way and a street crossing ramp shall be constructed at the corner to connect the sidewalk to the street. The location, design, and finish of such sidewalk shall be in conformity with the other sidewalks in the Development as approved by the Architectural Control Committee.
 - (d) Each home shall also have a concrete sidewalk at least three feet (3') in width leading to the front entry to the home. The sidewalk may originate from the curb in front of the house or from an appropriate location on the driveway. Curved rather than straight front walkways are encouraged.
7. **Dwellings.**
- (a) No Dwelling shall have a square foot area of less than one thousand nine hundred (1,900) square feet, exclusive of screened areas, open porches, terraces, patios, and garages. The maximum portion of a Lot covered by dwellings placed on Lots shall comply with any applicable provisions of the City of Manvel zoning and building codes, including any current provisions thereof limiting the building area, excluding pools and outdoor tennis courts.
 - (b) No Dwelling shall have more than two (2) finished stories or floors.
 - (c) All Dwellings must have a private garage for at least two (2) cars. The garage must conform architecturally with the Dwelling.
8. **Dwellings - Elevation.** Style comes naturally out of good planning, relationship of plan to elevation, the form following the function, and the use of a selected range of materials. The same criterion for breaking up the box shape of a plan applies to the elevations. The look and feel of a plan from the exterior is determined by the footprint and the roof form. The two should work together to provide

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

variety in the street scene. Steep roof pitches, front gables, and the use of alternative materials; i.e., stone and/or stucco, are encouraged.

Priority should be given to those sides of the house that are visible from streets and walkways. The most articulated elevations should be those that are in public view. However, it should be assumed that the houses will be seen from all angles and that there will be a continuity of colors, materials, and details on all elevations.

Identical elevations must be separated by homes with at least two different elevations on the same or opposite sides of the street.

9. Dwellings - Exterior Facade

- (a) Entrances. Deeply recessed entrances provide both protection from the elements and a sense of individuality. When used with wall extension, the whole entry can result in a courtyard effect. Individual entrance structures should be distinctive architectural features. They are best when there is a combination of overhanging roofs and some change in the plan configuration.
- (b) Windows. Care should be given to the size, type, and organization of all windows. They should never appear like surface "holes" cut into the side of a box. They should be architectural features and, wherever possible, grouped into recessed areas or bordered by projections that provide a shadow pattern. Scattered windows tend to create awkward, face-like shapes and should be avoided. Aluminum, mill finish, or wood windows are acceptable. If aluminum, the color and finish should complement color and architectural style of the house.
- (c) Chimneys. It is recommended that every residence incorporate a minimum of one fireplace.
- (i) Chimneys can be used to establish an ornamental or thematic direction. They may be built out of masonry, stucco, stone, or Hardy Plank. The use of prefabricated fireplace units allows wide design latitude for wood-clad or masonry chimneys. If placed on an exterior wall, a complementary material - masonry, for instance - should be used for visual mass.
 - (ii) The height of the chimney should be in proportion to the roofline and adhere to fire codes.
 - (iii) Broad, massive chimneys will be encouraged; and small, spindly-shaped chimneys will not be approved. Chimneys that barely peak above or are square on the roof are not visually bold enough and, therefore, are unacceptable.
 - (iv) Exposed metal flues protruding from the roof are discouraged. They may be used only when clad with material complementary to the house; such as masonry, or when painted appropriately to blend with the color scheme of the house.
- (d) Roofs.
- (i) Avoid flat roofs; minimum slope for all roofs shall be no less than a 12 to 5 pitch. A combination of roof pitches may be used if they are integrated to the design of the house.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (ii) Roof overhangs are both practical and attractive. They give a house character and solar protection. Overhangs should be used only on the eave condition and not the rake condition. Overhangs should be an integral part of the building form and not thin planes extended past the mass of the house. Use over windows to create shadow. Exposing the ends of rafters is prohibited. Use a fascia of at least 1"x4" or 1"x6" with box-in overhangs if feasible.
 - (iii) All buildings shall be roofed with composition shingles unless otherwise approved in writing by the ACC.
 - (iv) Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 30 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
 - (v) Alternative shingles designed to a) be wind and hail resistant; or b) provide heating or cooling efficiencies greater than traditional composition shingles; or c) provide solar energy capture capabilities; must be approved in writing from the ACC and must:
 - (1) resemble the shingles used or authorized to be used on other structures within the Association; and shingles used or authorized to be used on other structures within the Association; and
 - (2) be more durable than or of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - (3) match the aesthetics of surrounding properties.
 - (vi) Wood shingles are specifically prohibited for safety reasons.
 - (vii) Roofing shall be consistent in color. Roof shingles must be dark gray or dark brown. Light brown, light gray, blue, green, red and white colors are not allowed.
 - (viii) Ridge vents are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required
 - (ix) All roof protrusions, such as vents, roof jacks, must be painted to match the shingles
- (e) Materials.
- (x) Samples of all finished materials must be submitted by the builders to the Architectural Control Committee for approval. Materials should be used with restraint in regard to both color and diversity of material types. The intent is to create a continuity of materials throughout the neighborhood. The number of primary materials on the exterior will be limited to two (2), not including roof shingles. No material change should ever occur on an outside corner. The technique of "shirt-fronting" of masonry veneer will not be permitted. Material changes are most successful when made as a part of a larger offset; i.e., a masonry pier or recessed window.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

10. Dwellings - Exterior Materials

- (a) At least 85% of the surfaces of the home and garage facing a fronting street, excluding windows and doors, must be covered with brick, stucco, or stone. The masonry coverage across all home and garage surfaces, excluding windows and doors, must be at least 50%. Sides and rear of detached garages can be lap siding.
- (b) The following exterior materials are acceptable:
- (i) Brick: Light or dark ranges in earth tone colors. Bricks shall meet standard specifications established by the Brick Institute of America. Bricks may not be painted. All mortar joints are to be tooled with mortar color complementary to the brick color.
 - (ii) Stone: Stone on the exterior of a residence must be approved by the Architectural Control Committee to ensure architectural compatibility within the neighborhood.
 - (iii) Stucco: Stucco may be used as an exterior wall finish, provided its detailing is consistent with the style of the architecture. Faux-stucco siding materials and synthetic stucco or EIFS (exterior insulated finish system wall cladding) may not be used. Stucco must conform in color with all other exterior housing materials.
 - (iv) Siding: Siding, soffits, eaves and other similar surfaces shall be cement fiberboard material (such as Hardie products) or wood and must be a horizontal lap design. Vinyl or aluminum siding is not allowed. Particle board siding is not allowed. All siding must be painted or stained.
 - (v) Trim: High contrast trim or material variations should be avoided in favor of those that are chosen to blend all elements into a single idea. Trim may be created from brick, stone, stucco, cement fiberboard or wood. All non-masonry trim must be painted or stained.
 - (vi) Paint: Soft, subdued paint colors as approved by the Architectural Control Committee should be used. Bold, primary, or unusual colors are prohibited. Each builder is required to submit color palette to the Architectural Control Committee for approval. Trim shall be stained or painted.

11. **Fences - General.** There shall be no fences permitted on a Lot within the Restricted Property other than the types listed below. The Community Fence Location Plan in Exhibit C-1 shows the location(s) and lots dedicated for Community Fences. Fences with horizontal or diagonal pickets and chain link style fences are specifically prohibited.

- (a) Community Fences – Community Fences will initially be installed by the Declarant on certain areas on the perimeter of the Neighborhood as shown on the Community Fence Location Plan and thereafter maintained by the Association. These fences shall be a material, design and style determined solely by the Declarant and shall not require approval of the Architectural Control Committee.
- (b) Privacy Fences - Privacy Fences are required on all Lots and shall be initially installed by the home builder and maintained by the Owner thereafter. Privacy fences must be six feet (6') in height using six inch (6") dog-eared pickets and a two or three rail design. All privacy fences not on a common

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

lot line and facing public view must have pickets on the public side. Gates, not to exceed four feet (4') in width may be installed in the portion of privacy fence facing the fronting street. On a corner lot, no gates may be installed facing the side street unless there is a driveway entering from the side.

- (c) Aluminum Rail Fences – Aluminum Rail Fences of the size and type in the attached Exhibit C-2 "Aluminum Rail Fence Detail" are required as the back fence on Lots adjacent to any lake and shall be initially installed by the home builder and maintained by the Owner thereafter. Aluminum fences must be four feet (4') in height set two inches (2") above natural ground with three inch (3") metal posts set eight feet (8') on center. All aluminum fences must be painted or powder coated semi-gloss black and conform to a style approved by Declarant. Gates are not permitted in rear metal fences except only as permitted with approval from the ACC during the initial new home construction and no subsequent changes or modifications may be made to these fences without the express written consent of the ACC. Any maintenance, repairs or replacement must maintain conformity with the initial installation.

12. Fences - Setback.

- (a) Fences facing the fronting street which are attached to the main residential dwelling or attached garage must be setback a minimum ten feet (10') from the front of the portion of the dwelling to which such fence is attached. The Architectural Control Committee may grant a variance for a smaller setback to accommodate windows or mechanical equipment.
- (b) On corner lots, fences along the exterior side lot line must be setback a minimum of five feet (5') from any public sidewalk.
- (c) All fences for the rear property line and interior, side property lines must be installed on the property line.

13. Flags and Flagpoles. The flag of the United States; the flag of the State of Texas; and the official flag of any branch of the United States armed forces may be displayed with advance written approval of the ACC subject to the following guidelines. Flags of other nature may be displayed with advance written approve of the ACC

- (a) Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- (b) Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door
- (c) Flags shall be no larger than three foot (3') by five foot (5') in size
- (d) Only one Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall
- (e) Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (f) A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed
- (g) Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property. Free standing flagpoles may not be installed in any location described below:
- (i) in any in any location other than the Owner's property; or
 - (ii) within a ground utility easement or encroaching into an aerial easement; or
 - (iii) beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - (iv) beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - (v) closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- (h) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
- (i) be ground mounted in the vicinity of the flag; and
 - (ii) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - (iii) point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - (iv) provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- (i) Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- (j) Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (k) All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.
 - (l) In addition to the above described flags, small decorative flags no larger than four (4) square feet may be displayed in decorative holders no taller than four (4) feet may be displayed in shrubbery beds.
 - (m) In addition to the above described flags, one (1) temporary small decorative flags no larger than 6 (six) square feet may be displayed on a flagpole that is up to four feet (4') long securely attached to the structure with a bracket with an angle of 30 to 45 degrees down from vertical with advance approval of the ACC. The flagpole must be attached in such a manner as to not damage the structure.
14. **Garages.** Enclosed parking for a minimum of two (2) cars, vans, or pickup trucks is required for every Lot. The placement and design of garages and driveways have the greatest effect on the overall street scene. The location/swing of garages should generally be designed to avoid location of driveways adjacent to one another. A street scene with the emphasis on residences instead of garage doors and driveways is the idea.
- (a) Detached Garages
 - (i) Detached garages in rear yards are preferred.
 - (ii) Detached garages on the interior lot side are acceptable.
 - (iii) Side-loaded detached garages in the front of a residence are not acceptable.
 - (iv) Detached garages on the corner side with driveways extending from the front street are not acceptable.
 - (b) Attached Garages are not allowed within Section Three.
 - (i) Front-loaded attached garages protruding from the front elevation of the residence are not acceptable.
 - (ii) Front-loaded attached recessed garages diminish the effect of the garage on the street scene and will be acceptable. A minimum of 15 feet setback from the front of the dwelling is required.
 - (iii) Attached side-loaded garages may be permitted with ACC approval.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (c) **Porte-cochere.** A porte-cochere that does not extend past the major building façade, constructed of the same building materials as part of the house, is appropriate. A carport with no garage is absolutely prohibited.
- (d) **Garage Doors.** When visible from the street, the visual impact of garage doors should be carefully addressed in a variety of ways.
- (i) Double garage doors have a better scale and are preferred over a large single door. When attached two-car garages are built, two single doors divided by a column are encouraged. This breaks up the expanse of the door into appropriately scaled architectural elements.
 - (ii) Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with paneled construction.
 - (iii) No wood or particleboard doors are permitted. All garage doors are to be metal. Glass fenestrations are permitted. No reflective film or foil is permitted on windows.
15. **Landscaping.** Landscaping is defined as turf, plants, trees, shrubs, flowers, mulch and landscape borders. The residential home builder is responsible for landscaping all front and side yards, including the portion of the street right-of-way between the property line and the street curb. Installation of all landscaping must occur within 30 days after completion of construction. Installation of landscaping, including materials and workmanship, must be in conformance with industry standards.
- (a) All planting should be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of only on-site soil is not allowed.
 - (b) The front and side lawns of all properties and the back lawns of all lake front properties shall be completely sodded with St. Augustine grass. Seed and/or sprigging are allowed only in the rear yard. Automatic irrigation systems are encouraged.
 - (c) Widths of the beds may vary with a minimum of four (4) feet from house foundation. Smaller shrubs and ground cover should be placed in the front of the bed. Larger shrubs shall be placed in the rear of the bed. Groupings of shrubs of the same species provide a substantial look and are encouraged. Railroad ties, landscape timbers, scalloped concrete borders, plastic and steel edging are not acceptable. Acceptable edging includes raised dry stack stone (preferred), bricks set in mortar, stone set in mortar laid horizontally and continuous concrete bands. No bare ground is permitted. All planting beds are to be mulched. The use of gravel or rock in front yard planting beds is not permitted.
 - (d) A minimum of two (2) four inch caliper native trees at least ten (10) feet in height must be planted in the front yard.
 - (e) All landscaping is required to be maintained in a healthy and attractive appearance. Proper maintenance includes:
 - (i) adequate irrigation (automatic systems encouraged)

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (ii) appropriate fertilization
 - (iii) pruning;
 - (iv) mowing;
 - (v) weed control in lawns and planting beds;
 - (vi) seasonal mulching of planting beds;
 - (vii) insect and disease control; and,
 - (viii) removal and replacement of diseased or dead landscape materials.
16. **Lot Alterations.** No Owner shall cause or permit any earth or other material to be excavated or removed from any Lot for sale or for other commercial purposes, and no change in the elevation or the surface of any Lot shall be permitted without the prior written approval of the Architectural Control Committee.
17. **Mailboxes.** Cluster mailboxes will serve all homes in the community. Mailboxes are not allowed at curbside.
18. **Outbuildings.** An "outbuilding" is defined as any structure which is not attached to the main structure. This definition includes structures such as storage buildings, greenhouses, bathhouses, palapas, and gazebos. It does not include attached additions incorporated into the main residence or detached garages.
- (a) Storage buildings should have a peaked roof, no higher than eight (8) feet from the ground to the highest point, and a maximum of one hundred and twenty (120) square feet of floor space. Other types of outbuildings must generally be no more than eight (8) feet high and one hundred and twenty (120) square feet of floor space although the ACC may approve larger dimensions on a case-by-case basis depending on the type of structure.
 - (b) Outbuildings must be placed in the rear yard behind a solid wood fence. The structure must be kept a minimum of five (5) feet from any property line. Any outbuilding visible from public view should be placed to minimize the amount seen from public view. No outbuilding should block drainage on a lot or divert drainage onto an adjacent lot.
 - (c) Any outbuilding placed on a concrete slab on top of a utility easement will not be considered portable and will require written approval from all utilities with access to the easement. The ACC may approve an outbuilding without a slab which encroaches on an easement but such placement is at the owner's risk
 - (d) No storage building can be built up against any side or rear wall of a home unless its maximum height is less than six (6) feet and it is not visible above the fence.

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (e) The materials and exterior of any outbuilding shall architecturally compliment the exterior of the main dwelling. The roof of any outbuilding shall conform to the roof requirements for the main dwelling listed herein, with the exception of palapas which shall have a thatched roof with a minimum fifteen (15) year warranty. The colors should match or compliment the predominant exterior colors of the main residence and comply with the exterior color requirements for the main dwelling listed herein.
19. **Play Equipments.** All play equipment must be at least five (5) feet from all property lines and; with the exception of basketball goals, must be located at the rear of the house and behind a fence or otherwise screened from public view from public view.
- (a) For the purpose hereof, a playhouse/fort shall mean any type of children's play house, play set, climbing/jumping structure, slides, raised play sets, or swing set. A playhouse/fort must not have a roof higher than twelve (12) feet. If a fort has a platform, then the platform can be no higher than six (6) feet off the ground. Swing sets may have a maximum height of eight (8) feet.
- (b) A trampoline must not exceed one hundred (100) square feet in size or twelve (12) feet in height including enclosure.
- (c) Three styles of basketball goals are allowed: permanent pole mounted, permanent garage mounted and portable goals. Permanent pole mounted basketball goals may not be installed closer to the street than the front plane of the main residential structure. For corner lots with driveways entering from the side street, a permanent pole mounted goal may not be closer to the street than the front plane of the garage or the main residential structure, whichever is closer to the street. Permanent pole mounted basketball goals may also be installed in back yards. Permanent garage mounted basketball goals may be installed on the roof or garage wall on the side of the garage with the garage door. Permanent garage mounted basketball goals may also be installed in back yards. Portable basketball goals are allowed provided they are stored in a position allowed for permanent goals or are removed from public view when not in use. Overnight storage in a prohibited position is not allowed. Placement at the curb or in the street for use is not allowed.
20. **Rainwater Recovery Systems.** Rainwater Recovery Systems may be installed with advance approval of the ACC. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
- (a) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
- (i) placement behind a solid fence, a structure or vegetation; or
- (ii) by burying the tanks or barrels; or
- (iii) by placing equipment in an outbuilding otherwise approved by the ACC

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
 (continued)

- (b) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - (i) the barrel must not exceed 55 gallons; and
 - (ii) the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - (iii) the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - (iv) any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
 - (c) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
 - (d) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ACC approved ponds may be used for water storage.
 - (e) Harvested water must be used and not allowed to become stagnant or a threat to health.
 - (f) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.
21. **Replattng.** No Lot or tract of land in the Restricted Properties may be subdivided, consolidated or replatted without the prior written consent of the Declarant.
22. **Setback Lines.** Setback lines indicate the distance from property lines in which no above-ground permanent structures are permitted. All building lines are subject to City of Manvel Subdivision Ordinance.
- (a) All Lots have easements along the front, rear and, in some cases, side property lines as shown on the Plat. No permanent structures may be constructed in a utility easement. If a utility easement extends beyond the applicable setback, the setback as to that Lot is the boundary of the utility easement.
 - (b) A swimming pool may not be located in the front yard of any Lot nor closer to an exterior side lot line than the dwelling on a corner lot.
23. **Solar Energy Devices.** A solar energy device ("Devices") as defined in Section 171.107(a) of the Texas Tax Code means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
(continued)

solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Such Devices may only be installed with advance written approval of the ACC. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.

(a) Such Devices may only be installed in the following locations:

- (i) on the roof of the main residential dwelling; or
- (ii) on the roof of any other approved structure; or
- (iii) within a fenced yard or patio.

(b) For Devices mounted on a roof, the Device must:

- (i) have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and;
- (ii) have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
- (iii) conform to the slope of the roof; and
- (iv) be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
- (v) have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
- (vi) be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).

(c) For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.

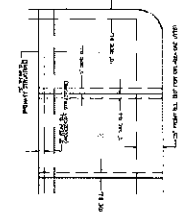
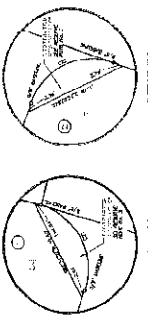
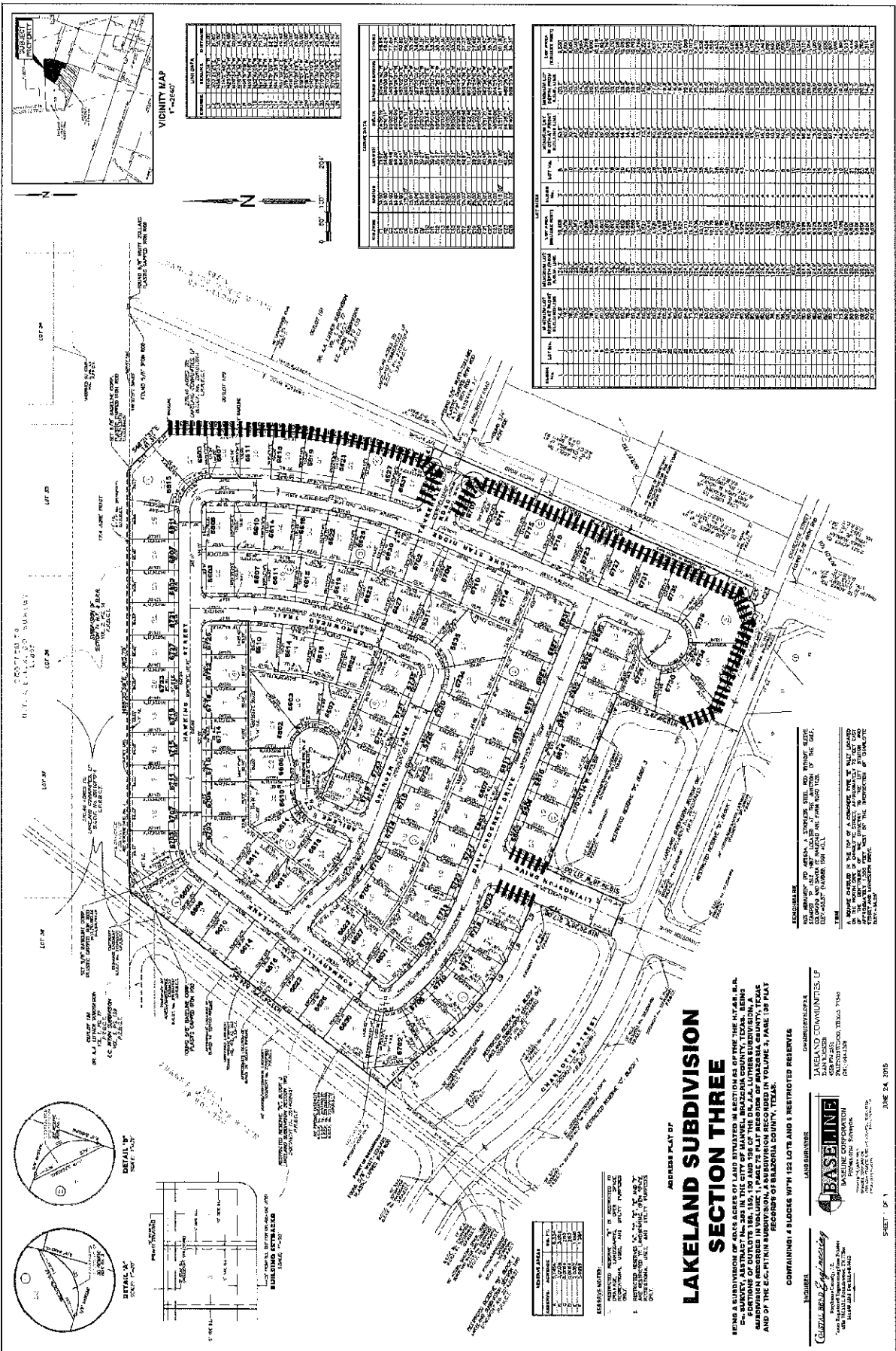
(d) All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

(e) Installed Devices may not:

EXHIBIT "C"
INITIAL DESIGN GUIDELINES
(continued)

- (i) threaten public health or safety; or
 - (ii) violate any law; or
 - (iii) substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
- (f) All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.
24. **Swimming Pools.** Subject to the further limitations in Section 12 herein, swimming pools shall not be located closer than ten (10) feet from any lot line, must be situated entirely within the rear yard area of such Lot unless a different location is authorized in writing by the Architectural Control Committee, must comply with all requirements imposed by law and must not encroach on any utility or other easement. The walls, coping and deck of any pool shall not extend more than one (1) foot above the surface grade of the Lot. Decorative features, such as waterfalls, may be elevated with ACC approval.
25. **Utilities - Service Lines.** All service lateral utility installations shall be installed underground.
26. **Utilities & Equipment.** All utility equipment servicing a dwelling (such as electric meters, breaker boxes, phone/cable boxes) must be installed behind the privacy fence of the home, if possible. If such equipment cannot be installed behind the privacy fence or if such equipment is visible over the fence then the visible equipment must be painted to match the adjacent brick or siding of the dwelling and/or screened with landscaping. All equipment serving the dwelling or improvements (such as air conditioning units, water softeners, water heaters, irrigation system controllers, generators, compressors, and pool and spa equipment) must be installed behind a privacy fence.
27. **Windows, Doors, and Screens.** All windows, with the exception of the upper panels of a palladium window, shall be covered on the interior of said Unit by blinds, shades, drapes, or other appropriate window coverings and shall not be covered with sheets, bedspreads, newspaper, or foil. All garage doors of Units shall be closed except when opened temporarily for ingress and egress.

EXHIBIT "C-1"
COMMUNITY FENCE LOCATION PLAN
 ■■■■■ - COMMUNITY FENCES



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LAKELAND SUBDIVISION SECTION THREE

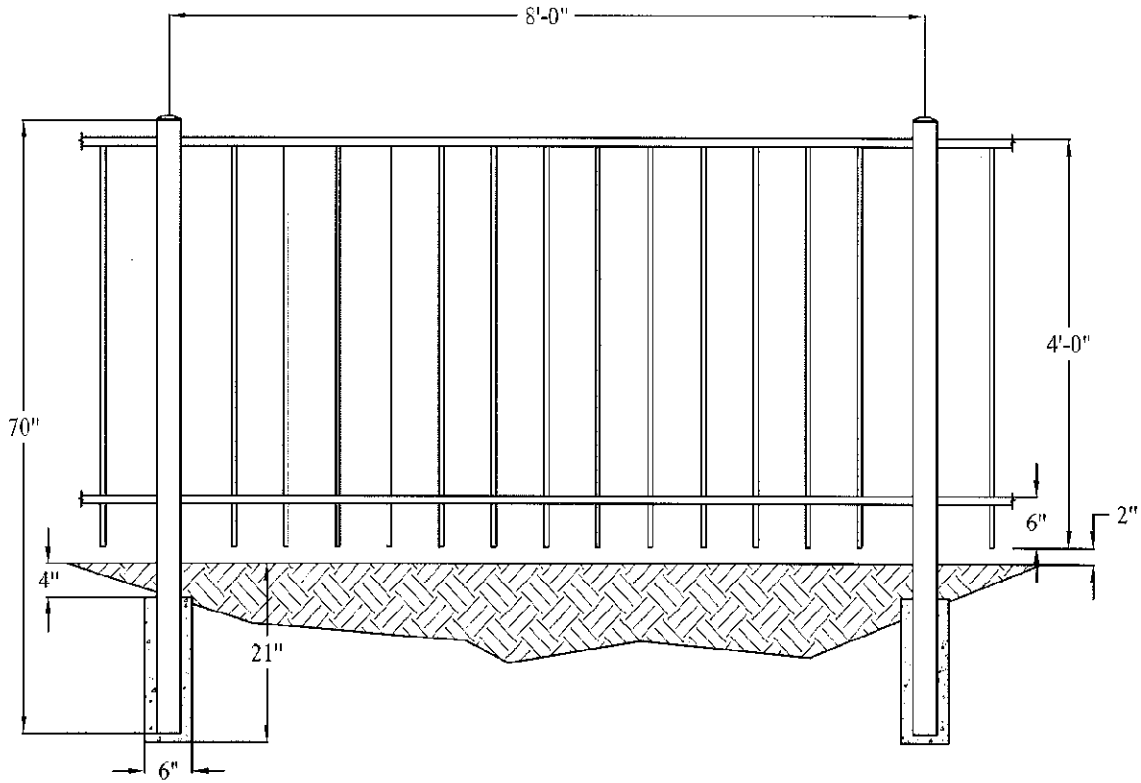
RESERVE NOTE: THIS SUBDIVISION IS RESERVED AS A RESERVE TO THE CITY OF HOUSTON, TEXAS, FOR THE PURPOSES OF PROVIDING A COMMUNITY CENTER AND RECREATION FACILITIES. THE CITY OF HOUSTON, TEXAS, IS THE RESERVEE OF THIS SUBDIVISION. THE CITY OF HOUSTON, TEXAS, IS THE RESERVEE OF THIS SUBDIVISION. THE CITY OF HOUSTON, TEXAS, IS THE RESERVEE OF THIS SUBDIVISION.

Baseline
 COMMUNITY DEVELOPMENT
 10000 Katy Road, Suite 100
 Houston, Texas 77054
 (713) 465-1234

LAKELAND COMMUNITIES, LP
 DAN RUSSELL
 10000 Katy Road, Suite 100
 Houston, Texas 77054
 (713) 465-1234

DATE: JUNE 24, 2015
 SHEET: 1 OF 1

EXHIBIT "C-2"
ALUMINUM RAIL FENCE DETAIL



PICKETS: $\frac{5}{8}$ " SQUARE
RAILS: 1" SQUARE
POSTS: 3" SQUARE

FILED and RECORDED

Instrument Number: 2016011651

Filing and Recording Date: 03/16/2016 09:47:05 AM Pages: 46 Recording Fee: \$202.00

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



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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cclerk-carla