



LT1-1-2010082666-1

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS )  
)  
COUNTY OF MONTGOMERY )

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Indian Forest Home Owners Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Indian Forest Home Owners Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

Indian Forest Homeowners Association Deed Restriction Fine Policy as of January 4, 2006

FURTHER, other dedicatory instruments of the Indian Forest Home Owners Association have already been filed in the public records of Montgomery County and these documents supplement the previously filed documents.

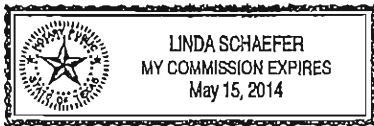
SIGNED on this 31st day of August, 2010.

Signature: *Susan Gonzales*  
By: Susan Gonzales  
Title: C.K.M. Property Management, Inc., Managing  
Indian Forest Home Owners Association

STATE OF TEXAS )  
)  
COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on this 31st day of August, 2010, by Susan Gonzales.

Signature: *Linda Schaefer*  
By: Linda Schaefer  
Title: Notary in and for the State of Texas  
My commission expires on 05/15/14



LT2-4

Return to: C.K.M. Property Management, Inc.  
P.O. Box 160  
Tomball, Texas 77377-0160  
Phone: 281-255-3055 Fax: 281-255-3056

State of Texas

County of Harris

On this 31st day of August, 2010, I attest that the preceding/attached documents are a True, exact, complete and unaltered photocopies made of the Indian Forest Homeowners Association Deed Restriction Fine Policy as of January 4, 2006 presented to me by the document's custodian, Susan L. Gonzales, and to the best of my knowledge the photocopied documents are neither a public record nor publicly recorded documents, certified copies of which are available from an official source other than a notary public.



*Linda Schaefer*  
\_\_\_\_\_  
Notary Republic

**FILED FOR RECORD**

09/16/2010 12:25PM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

09/16/2010



*Mark Turnbull*

County Clerk  
Montgomery County, Texas

MINUTES OF THE BOARD OF DIRECTORS  
INDIAN FOREST HOMEOWNERS ASSOCIATION

A meeting of the Board of Directors of Indian Forest Home Owners Association, Inc. was held on January 4, 2006 by email. The meeting was called to order at 2:30 p.m. A quorum was established.

Discussion was held on opening a checking account for the Association.

Motion by John Harris, seconded by Trey Harris the following resolution was adopted.

Resolved that, board-approved, by unanimous vote the following:

Indian Forest Fine Policy

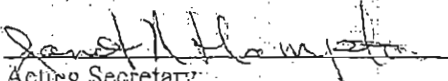
Effective January 4, 2006

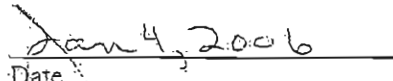
A fine will be assessed in the amount of \$50.00 on any property that has an outstanding deed restriction violation after thirty-days of the first letter notifying the owner of the violation.

In addition, if the deed restriction is still outstanding after thirty-days of the second letter, an additional fine will be assessed in the amount of \$100.00.

If the deed restriction is still outstanding after thirty-days of the third letter, an additional fine will be assessed at the rate of \$20.00 per day.

There being no further business the meeting adjourned at 2:45 p.m.

  
Acting Secretary

  
Date

17

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CADDO VILLAGE SUBDIVISION

THIS INSTRUMENT SHALL AMEND, SUPERSEDE AND RESTATE THOSE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CADDO VILLAGE SUBDIVISION DATED FEBRUARY 1, 2005 AND RECORDED IN THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, COUNTY CLERK'S FILE NUMBER 2005-039065 (THE "ORIGINAL CCRs"), AND ANY AND ALL AMENDMENTS THERETO (THE ORIGINAL CCRs AS MODIFIED BY ALL SUCH AMENDMENTS THERETO, BEING REFERRED TO AS THE "CURRENT CCRs").

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF MONTGOMERY       §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Caddo Village Subdivision (the "Declaration") is made on the date hereinafter set forth by A. H. CURRY & SON, INC., a Texas corporation, ("Developer").

WITNESSETH:

Section 9.02 of the Current CCRs provides that the Current CCRs may be amended or changed by the written agreement of "Owners" (as hereinafter defined) entitled to cast not less than fifty percent (50%) of the votes of all of the Owners. Developer is an Owner who is entitled to cast not less than fifty percent (50%) of the votes of all of the Owners and, pursuant to the foregoing provisions of Section 9.02 of the Current CCRs, Developer hereby amends and restates the Current CCRs as set forth hereinafter.

AMENDED AND RESTATED CCRs

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (collectively, the "Restrictions") upon and against the Property in order to establish a plan for the development, improvement and sale of the Property and to insure the preservation of such plan for the benefit of both the present and future Owners of Lots in the Subdivision;

WHEREAS, Developer and the other Owners will convey the Lots subject to the Restrictions hereinafter set forth;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon and declares the following restrictions, easements, covenants, conditions, stipulations and reservations (collectively, the "Restrictions") applicable to Caddo Village, all of which Restrictions are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as an unrestricted reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that the Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property that can be made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of the Subdivision.

Section 1.02 "Association" shall mean and refer to the Indian Forest Home Owners Association, Inc., and its successors and assigns.

Section 1.03 "Caddo Village" shall mean and refer to the Subdivision and any other Annexable Area hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" or "Common Areas" shall mean all real property (including the improvements thereto) within the Subdivision owned by Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat as a Common Area to which the Owners may hereafter become entitled to use.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Control Transfer Date" shall mean the date that control of the Subdivision is transferred from Developer to the Association. At such time as all Lots in the Subdivision are conveyed by Developer (the "Control Transfer Date"), Developer shall cause an instrument transferring control to the Association to be filed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Association shall elect a committee of three to five (3-5) members to be known as the Caddo Village Architectural Review Committee (the "Architectural Review Committee"). From and after the Control Transfer Date, each member of the Architectural Review Committee must be an Owner of property in Caddo Village. Additionally, Developer shall have the right, but not the obligation, to discontinue the exercise of architectural control privileges and arrange for the transfer of such control to the Association at any time prior to the Control Transfer Date by filing an instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 1.09 "Developer" shall mean and refer to A. H. Curry & Son, Inc., a Texas corporation, and its successors and assigns.

Section 1.10 "Lot" shall mean and refer to any of the plots of land shown upon the plat and subdivision map recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas.

Section 1.11 "Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (1) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (2) Developer (except as otherwise provided herein), and (3) Builders.

Section 1.13. "Property" shall mean all of that property constituting the "Subdivision" (as hereinafter defined).

Section 1.14 "Restricted Lot" shall mean and refer to Lots 1 through 500 and Reserves A, B, C, D, E, F and G of Caddo Village.

Section 1.15 "Subdivision" shall mean Caddo Village, a subdivision in Montgomery County, Texas according to the map or plat (the "Plat") thereof recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas.

Section 1.16 "Unrestricted Lot" shall mean and refer to those Reserves A, B, C, D, E, F, and G of Caddo Village.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat of the Subdivision recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas (the "Plat") dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions or reservations created herein or shown on the Plat, replats or amendments of the Plat recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility Developer sees fit to install in, across and/or under the Property. Developer further expressly reserves the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Common Areas and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any utility district serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement and shall be entitled to cross such easements at all times for purposes of gaining access to and from his respective Lot, provided, however, any concrete drive, fence or similar improvement placed upon such utility easement by the Owner shall be constructed, maintained and used at the Owner's risk and, as such, the Owner of each Lot subject to said utility easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such utility easements and (ii) repairing any damage to said improvements caused by the utility district or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the utility easements.

Section 2.05 Roads and Streets. Subject to the terms and conditions of this Section 2.05, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system or systems of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that Developer sees fit to install (or permits to be installed) in, across and/or under the Property.

### ARTICLE III

#### USE RESTRICTIONS

Section 3.01 Applicability. Use restrictions (the "Use Restrictions") shall apply only to Restricted Lots. At the date of this Declaration, all Unrestricted Lots are owned solely by Developer. Developer may apply Use Restrictions to these Unrestricted Lots in the future by amending this Declaration in accordance with Section 7.07 herein.

Section 3.02 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Restricted Lot other than one dwelling unit per Restricted Lot to be used for residential purposes, except that one guest/servant house may be built, provided that said guest/servant house must contain a minimum of 500 square feet, be built after or while the main dwelling is being built, and be approved in writing by the Architectural Review Committee prior to being built. Detached garages, workshops, and barns may be constructed on the Restricted Lot after the main dwelling is complete, so long as they are of good construction, kept in good repair, and are not used for residential purposes, provided that all dwellings, detached garages, workshops, and barns must be approved in writing by the Architectural Review Committee prior to being erected, altered or placed on the Restricted Lot. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Restricted Lot, and said manufactured or mobile homes and old or

used houses are not permitted within the Subdivision. All dwellings must have a minimum of 850 square feet of living area, excluding porches. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Restricted Lots, or the use of said Restricted Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Restricted Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes unless approved by the Association.

12 mths to complete

Section 3.03 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Review Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent lot lines as indicated on the Plat. The main structure and/or garage must cross the center lot line between the two Lots.

Section 3.04 Location of the Improvements Upon the Lot. No building of any kind shall be located in front of the main dwelling. No building of any kind shall be located on any Restricted Lot nearer to any side or rear property line, or nearer to any public road and no nearer to the natural creek waterway or lake as may be indicated on the Plat; provided, however, as to any Restricted Lot, the Architectural Review Committee may waive or alter any such setback line if the Architectural Review Committee, in the exercise of the Architectural Review Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Restricted Lot. Any such waiver or alteration must be in writing and recorded in the Deed Records of Montgomery County, Texas. All dwellings placed on the Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Restricted Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Review Committee. Any satellite dish (larger than twenty inches (20")), antennae, or unsightly equipment of any kind shall be placed behind the main dwelling or screened from public view with shrubs, fences or other landscaping.

dish  
antenna  
equipment

Section 3.05 Residential Foundation Requirements. All building foundations shall consist of either (i) concrete slabs or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Review Committee. The foundation must be landscaped so as to not show any foundation, whether concrete slab or pier and beam. Provided, however, the Architectural Review Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the one hundred (100) year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Restricted Lot at any time as a residence, either temporarily or permanently; provided, however, Developer or designee reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.07 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private supply or drinking water system installed or used except upon approval of the Architectural Review Committee, and any required governmental authorities and the retail public utility certificated by the state to the Subdivision. Wells may be drilled by the Association for use in watering Commons Areas and filling of ponds in Common Areas.

Section 3.08 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision shall be equipped with and served by a central sewer system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements. Individual grinder pump appliances may be approved by the Architectural Review Committee.

Section 3.09 Driveways, Walls and Fences. All driveways shall be constructed of concrete unless otherwise approved by the Architectural Review Committee. Walls and fences, if any, must be approved prior to construction by the Architectural Review Committee and shall be no closer to front street property lines than the Lot boundary line and no closer than the Lot boundary line to side street



lines. All fences and walls will be constructed of ornamental iron, wood or masonry. No wire, electric, barbed wire or temporary fences shall be allowed unless the Architectural Review Committee approves a variance to allow such type of fence prior to its construction, and such fence must be kept in good repair all times.

Section 3.10 Prohibition of Offensive Activities. Without expanding the permitted use of the Restricted Lots, no activity, whether for profit or not, shall be conducted on any Restricted Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Restricted Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot, including, without limitation, the discharge or use of fireworks or firearms, which is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

← parking on the grass!

discuss

Section 3.11 Garbage and Trash Disposal. Garbage, trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers stored out of sight and shall be disposed of regularly. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 3.12 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailer, boat, travel trailer, inoperative automobiles or campers shall be parked or stored in front of the main dwelling. Storage of such items and vehicles must be screened from public view either within the garage or behind a fence. No Restricted Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Restricted Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Restricted Lot other than in a garage or other structure approved by the Architectural Review Committee.

Section 3.13 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Restricted Lot, except (i) one (1) sign not more than forty-eight inches (48") square, advertising an Owner's residence for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than forty-eight inches (48") square, advertising the builders of the Owner's residence may be placed on such Restricted Lot during the construction period of such residence from the forming of the foundation until completion, not to exceed a twelve (12) month period. Developer or the Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Restricted Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection with or arising from such removal. Once Developer has sold all Lots, Lot "For Sale" signs approved by the Architectural Review Committee may be allowed.

Section 3.14 Permitted Agricultural and Livestock Uses. In addition to use for single family residential purposes as provided in Section 3.02 of this Article, each Restricted Lot may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), each Restricted Lot may be used, in addition to other permitted uses, for the purpose of producing from such Lot, agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (as defined and used in Section 3.10 hereof). Such agricultural products may not be sold or marketed to the public.

(b) Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Restricted Lot in the Subdivision, except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners.

Section 3.15 Mineral Development. Except within the areas designated as Drill Sites on the Plat, and easements related thereto, no commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Restricted Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Restricted Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Restricted Lot. Provided, however, that this provision shall not prevent the leasing

of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated on the Plat.

Section 3.16 Drainage. Established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer or the Association may enter upon any Lot to maintain such natural drainage areas. Maintenance of natural drainage is the responsibility of the Owner of the Lot whether the Owner is an individual, the county or the Association. If Developer or the Association has to maintain natural drainage, the cost will be charged back with a lien to the Owner of the Lot. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow.

Section 3.17 Lot Maintenance. All Restricted Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Restricted Lots shall keep all weeds and grass thereon cut and shall in no event use any Restricted Lot for storage of materials or equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation or burning of garbage, trash or rubbish of any kind thereon, provided, however, that the burning of underbrush and trees during Lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and wastes.
- b. Lawn mowing (including mowing of roadway easement adjacent to Lot).
- c. Tree and shrub pruning.
- d. Keeping exterior lighting and mechanical facilities in working order and directed so as not to cause a nuisance.
- e. Keeping lawn and garden areas alive, free of weeds and attractive.
- f. Keeping parking areas, walkways and driveways in good repair. No parking in the yard.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

Post Address

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, ~~either at law or in equity~~, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, ~~plus a fee of \$10.00~~ per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first (1<sup>st</sup>) day of the next calendar month and shall be a lien on the Lot.

Section 3.18 Exterior Maintenance of Building. In the event the Owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or Developer will give such Owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of Owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or Developer, in addition to any and all remedies, either at law or in equity, available for the enforcement of this Declaration, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten percent (10%). All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first (1<sup>st</sup>) day of the next calendar month and shall be a lien on the Lot.

Section 3.19 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All

incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought on, installed, used, stored, treated, disposed of or transported over the Lots or the Subdivision. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of Hazardous Substances, including building materials.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW COMMITTEE

###### Section 4.01 Basic Control.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Restricted Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Review Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Architectural Review Committee shall be accompanied by one set of plans and specifications for all proposed construction (initial or alterations) to be done on such Restricted Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways and all other matters relevant to architectural approval. The address of the Architectural Review Committee shall be the address of the principal office of Developer or the Association.

###### Section 4.02 Architectural Review Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in Developer; provided, however, the authority of Developer shall cease and terminate upon the election of the Architectural Review Committee, in which event such authority shall be vested in and exercised by the Committee as provided in subsection (b) below, except as to plans and specifications and plot plans theretofore submitted to Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to Developer or to the Architectural Review Committee, as applicable.

(b) At such time as all the Lots in the Subdivision are conveyed by Developer (the "Control Transfer Date"), Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Association shall elect a committee of three to five (3-5) members to be known as the Caddo Village Architectural Review Committee. From and after the Control Transfer Date, each member of the Architectural Review Committee must be an Owner of property in Caddo Village. Additionally, Developer shall have the right, but not the obligation, to discontinue the exercise of architectural control privileges and arrange for the transfer of such control to the Association at any time prior to the Control Transfer Date by filing an instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the Committee fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and

other improvements may be commenced and proceeded within compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Committee shall not be bound thereby.

Section 4.06 Variance. The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Committee requires Board approval for all variances and the Owner may appeal denied plans, first to the Committee and then to the Board of Directors. The Committee reserves the right to grant variances as to building setback lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by Developer or by at least a majority of the members of the Architectural Review Committee. 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.

Section 4.07 Right to charge a Fee. The Committee shall have the right, at its discretion, to charge a fee and assess fines for violations and noncompliance. Monies received from these fees and fines shall become a part of the Maintenance Fund.

## ARTICLE V

### INDIAN FOREST HOME OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is a record owner of any Lot, which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the Bylaws of the Association). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Indian Forest Home Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04 Owner's Right of Enjoyment. Every owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;

(b) The right of the Association to make rules and regulations regarding use of any lake or Common Area and to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;

(c) The right of the Association, in accordance with its Articles and Bylaws (and until fifty-one percent (51%) of all Lots in the Subdivision are sold, subject to the prior written approval of Developer), to borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from Developer or any entity affiliated with Developer);

(d) The right of the Association to suspend the Member's voting rights and the right of the Member and "Related Users" (as hereinafter defined) to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against such Member's Lot remains unpaid;

(e) The right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Areas, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations" (as hereinafter defined), which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and,

(f) The right of the Association, subject, until eighty percent (80%) of all Lots in the Subdivision are sold, to the prior written approval of Developer, 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 the provisions of this Declaration.

Section 5.05 Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the Member's immediate family living in the Member's residence, and his contract purchasers who reside on the Lot (collectively, the "Related Users").

## ARTICLE VI

### MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

#### Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise herein provided) shall be paid by the Owner of each Lot (or residential building site) to the Association annually, in advance, on or before the tenth (10<sup>th</sup>) day of the first (1<sup>st</sup>) month of each calendar year, beginning with the tenth (10<sup>th</sup>) day of January, 2005, or on such other basis (monthly, quarterly or semi-annually) as Developer or the Board of Directors may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.03 hereof, such Composite Building Site shall be considered one Lot for Maintenance Charge purposes beginning upon the completion of the improvements thereon. Provided, further, in the event an Owner owns more than two (2) Lots, the maximum Maintenance Charge to be paid by such multiple Lot Owner shall be two (2) times the Maintenance Charge for one Lot, regardless of the total number of Lots owned by such Owner.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any

Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by Developer or the Board of Directors during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by Developer or the Board of Directors, subject to the provisions of this Section 6.02.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and other charges and assessments and legal fees hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner(s) copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner(s) at the last known address of such Owner(s) according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner(s). 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 an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge of assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, 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. 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 Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments 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 VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area, which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VII, including the maintenance of the Common Areas, any nature trail or drainage easements (owned by the Association) and the establishment and maintenance of a reserve fund for maintenance of the Common Areas, nature trails or drainage easements (owned by the Association). The Maintenance Fund may be expended by Developer or the Association for any purposes which, in the judgment of Developer or the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Areas, etc. as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all properties owned by Developer or the Association or a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by Developer until the Control Transfer Date, at which time Developer shall deliver to the Association all funds on hand together with all books and records or receipt and disbursements. Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and the Owners shall be provided, at least annually, information on the Maintenance Fund as provided in Section 8.07 hereof at a reasonable copy cost to be paid by the Owners.

## ARTICLE VII

### DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Areas is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or

affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Areas. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Areas at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Right to Use Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of the Common Areas and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Areas such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Areas for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Common Areas at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Areas, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to (iv) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from other public roads for the benefit of owners of property, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (v) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Areas provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Developer's Right to Convey Additional Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Areas at any time and from time to time in accordance with this Declaration without the consent of any other Owner or the Association. If Developer conveys a Restricted Lot to the Association (or if the Association acquires a Lot by any other means) that Lot may become a Common Area at the discretion of the Board of Directors without modification of this Declaration. Notwithstanding anything herein to the contrary, no Common Area may be owned by anyone other than the Association. If the Association should sell a Lot which has become a Common Area, that Lot shall then become a Restricted Lot as defined by this Declaration.

Section 7.06 Annexation of Annexable Area. Additional residential property and the Common Areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by Developer. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the Maintenance Charge imposed hereby.

Section 7.07 Restriction of Unrestricted Lots. Developer shall have and hereby reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of applying Use Restrictions to the Unrestricted Lots. Such Use Restrictions shall be at the sole discretion of Developer and shall be based upon Developer's opinion of the highest and best use of those Lots.



## ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively, the "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restriction annexing such property to the Common Areas, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management, maintenance, replacement and operation thereof.

Section 8.03 Duty to Manage and Care of the Common Areas. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to, the following: establishment, operation and maintenance of a security system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the bridge paths; maintenance, repair and replacement of the drainage easements; mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Common Areas.

Section 8.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations (the "Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations by any one or more of the following means: (i) by entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability of the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User to reimburse the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Member, plus attorneys' fees incurred by the Association with respect to exercising such remedy.

Before the Board of Directors may invoke the remedies provided above, it shall give registered or certified notice of such alleged violation to the Owner and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Areas. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under the Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Area or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than fifty percent (50%) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

## ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than fifty percent (50%) of the then Owners (including Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including Developer) entitled to cast not less than fifty percent (50%) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than fifty percent (50%) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including Developer) entitled to cast not less than fifty percent (50%) of all of the votes of the Members may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum for purposes of such meeting, shall consist of not less than fifty percent (50%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment.

Section 9.03 Amendments by the Developer. Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy related devices or equipment which did not exist or were not in common use in residential Subdivisions at the time this Declaration was adopted. Likewise, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision. Finally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of restricting the Unrestricted Lots in accordance with Section 7.07 herein.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by fifty percent (50%) of the Board of Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than fifty percent (50%) of the votes of all the Members and Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of this Declaration shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed on record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust, and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire Declaration and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lien holders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (iii) Control Transfer Date or (iv) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, Developer shall not incur any liability to any Owner, the Association or any other party by reason of Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon Developer's assignment of its rights as of the Control Transfer Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of Developer.

Section 9.12 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot Owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot Owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact Houston Lighting and Power Company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility services furnished to Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being Developer herein, has hereunto set its hand as

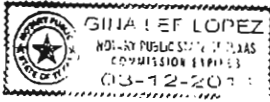
of this 16 day of April, 2007.

A. H. CURRY & SON, INC., a Texas corporation

By: [Signature]  
John Harris, President

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 16 day of April, 2007, by John Harris, President of A. H. Curry & Son, Inc., a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas



After Recording Return to:  
Indian Forest, LTD.  
401 W. Montgomery, STE A.  
Willis, TX 77378

FILED FOR RECORD  
07 MAY -8 PM 2:45

[Signature]  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAY 08 2007

[Signature]  
County Clerk  
Montgomery County, Texas

CADDO VILLAGE SUBDIVISION AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT SHALL AMEND, SUPERSEDE AND REPLACE THOSE DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS FOR CADDO VILLAGE SUBDIVISION DATED FEBRUARY 1, 2005 AND RECORDED UNDER CLERK'S FILE NUMBER 2005-039065 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS AND ANY OTHER EXISTING RESTRICTIONS.

STATE OF TEXAS                    §                    KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF MONTGOMERY    §

This Declaration, made on the date hereinafter set forth by A. H. CURRY & SON, INC., a Texas Corporation, hereinafter referred to as "Developer",

WITNESSETH:

THAT, WHEREAS, Developer, is the owner of over 90% of the lots in the subdivision platted as CADDO VILLAGE being a subdivision in Montgomery County, Texas, according to the map or plat ("Plat") thereof, recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision").

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a plan for the development, improvement and sale of the Property, and to insure the preservation of such plan for the benefit of both the present and future owners of Lots in said Subdivision;

WHEREAS, the Declarant and other owners will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth;

WHEREAS, Article Seven, Section 3 of the above mentioned declarations of Covenants, Conditions and Restrictions states that the covenants, conditions, and restrictions of this Declaration may be amended by not less than ninety (90%) Percent of the Lot owners;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Caddo Village, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as an Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that the Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of the Property.

Section 1.02 "Association" shall mean and refer to the Indian Forest Home Owners Association, Inc., and its successors and assigns.

Section 1.03 "Caddo Village" shall mean and refer to this Subdivision and any other Annexable Area hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat as Common Area to which the Owners may hereafter become entitled to use.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Control Transfer Date" shall mean the date that control of the subdivision is transferred from the Developer to the Association. At such time as all the Lots in the Subdivision are conveyed by Developer, the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real

Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Association shall elect a committee of three to five (3-5) members to be known as the Caddo Village Architectural Review Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in Caddo Village. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 1.09 "Developer" shall mean and refer to A. H. Curry & Son, Inc., and its successors and assigns.

Section 1.10 "Lot" shall mean and refer to any of the plots of land shown upon the plat and subdivision map recorded in Cabinet D" Sheet 182-A of the Map Records of Montgomery County, Texas.

Section 1.11 "Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (1) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (2) Developer (except as otherwise provided herein), and (3) Builders.

Section 1.13 "Restricted Lot" Shall mean Lots 128 through 149, 183 through 200 and, 269 through 423 of Caddo Village, being a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas.

Section 1.14 "Unrestricted Lot" Shall mean Lots 1 through 127, 150 through 182, 201 through 268, 424 through 511, and Reserves A, B, C, D, F, F, and G of Caddo Village, being a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the property. All dedications, restrictions or reservations created herein or shown on plat, replats or amendments of the plat of the subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Developer further expressly reserves the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose or installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner or each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in

the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

**Section 2.05 Roads and Streets.** Subject to the terms and conditions of this Section 2.05, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system (s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

### ARTICLE III

#### USE RESTRICTIONS

**Section 3.01 Applicability.** Use Restrictions shall apply only to Restricted Lots. At the Date of this Declaration all Unrestricted Lots have no completed access to roads or utilities and are owned solely by the Developer. Developer may apply use restrictions to these Unrestricted Lots in the Future by amending this Declaration in accordance Section 7.07 herein.

**Section 3.01 Single Family Residential Construction.** No building shall be erected, altered, placed or permitted to remain on any Restricted Lot other than one dwelling unit per each Restricted Lot to be used for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Review Committee. Detached garages, workshops, and barns may be constructed on the property after the main dwelling is complete, so long as they are of good construction, kept in good repair, and are not used for residential purposes, provided. (i) All dwellings, detached garages, workshop, and barns must be approved in writing by the Architectural Review Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Restricted Lot and said manufactured or mobile and used homes are not permitted within the Subdivision. All dwellings must have a minimum of 850 square feet of living area, excluding porches. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Restricted Lots, or the use of said Restricted Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Restricted Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes unless approved by the association.

**Section 3.02 Composite Building Site.** Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Review Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. The main structure and or garage must cross the center lot line between the two Lots.

**Section 3.03 Location of the Improvements Upon the Lot.** No building of any kind shall be located in front of the main dwelling. No building of any kind shall be located on any Restricted Lot nearer to any side or rear property line, or nearer to any public road and no nearer to the natural creek waterway or Lake as may be indicated on the Plat; provided, however, as to any Restricted Lot the Architectural Review Committee may waive or alter any such setback line if the Architectural Review Committee, in the exercise of the Architectural Review Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Restricted Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Restricted Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Review Committee. Any satellite dish (larger than twenty inches (20")), antennae, or unsightly equipment of any kind shall be placed behind the main dwelling or screened from public view with shrubs, fences or other landscaping.

**Section 3.04 Residential Foundation Requirements.** All building foundations shall consist of either (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Review Committee. The foundation must be landscaped so as to not show any foundation whether concrete or pier and beam. Provided, however, the Architectural Review Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the one hundred (100) year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

**Section 3.05 Use of Temporary Structures.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Restricted Lot at any time as a residence, either temporarily or permanently; provided, however, the Developer or designee reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.



Section 3.06 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private supply or drinking water system installed or used except upon approval of the Architectural Review Committee, and any required governmental authorities and the retail public utility certificated by the state to the subdivision. Wells may be drilled by the Association for use in watering Commons Areas and filling of ponds in Common Areas.

Section 3.07 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision shall be equipped with and served by a central sewer system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements. Individual grinder pump appliances may be approved by the Architectural Review Committee.

Section 3.08 Driveways, Walls and Fences. All driveways shall be constructed of concrete unless otherwise approved by the Architectural Review Committee. Walls and fences, if any, must be approved prior to construction by the Architectural Review Committee and shall be not closer to front street property lines than the Lot boundary line and no closer than the Lot boundary line to side street lines. All fences and walls will be constructed of ornamental iron, wood or masonry. No wire, electric, barbed wire or temporary fences shall be allowed unless the Architectural Review Committee approves a variance to allow such type of fence prior to its construction and must be kept in good repair at all times.

Section 3.09 Prohibition of Offensive Activities. Without expanding the permitted use of the Restricted Lots, no activity, whether for profit or not, shall be conducted on any Restricted Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Restricted Lot, which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot, including, without limitation, the discharge or use of fireworks or firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.10 Garbage and Trash Disposal. Garbage, trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers stored out of sight and shall be disposed of regularly. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 3.11 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailer, boat, travel trailer, inoperative automobiles or campers shall be parked or stored in front of the main dwelling. Storage of such items and vehicles must be screened from public view either within the garage or behind a fence. No Restricted Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Restricted Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Restricted Lot other than in a garage or other structure approved by the Architectural Review Committee.

Section 3.12 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Restricted Lot, except (i) one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Residence for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than forty-eight inches (48") square advertising the builders of the Owner's residence may be placed on such Restricted Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a twelve (12) month period. Developer or Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Restricted Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. Once the developer has sold all Lots, Lot "For Sale" signs approved by the Architectural Review Committee may be allowed.

Section 3.13 Permitted Agricultural and Livestock Uses. In addition to use for single family residential purposes as provided in Section 3.01 of this Article, each Restricted Lot may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), each Restricted Lot may be used, in addition to other permitted uses, for the purpose of producing from such Lot, agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (as defined and used in Section 3.09 hereof). Such agricultural products may not be sold or marketed to the public.

(b) Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Restricted Lot in the Subdivision except dogs, cats or other common household pets provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners.

Section 3.14 Mineral Development. Except within the areas designated as Drill Sites on the Plat, and easements related thereto, no commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Restricted Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Restricted Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Restricted Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and

mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated on the Plat.

Section 3.15 Drainage. Established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer or the Association may enter upon any Lot to maintain such natural drainage areas. Maintenance of natural drainage is the responsibility of the owner of land whether property owner or county, or if Association owned then the Association. If Developer or Association has to maintain, the cost will be charged back with a lien to the Owner of the property. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow.

Section 3.16 Lot Maintenance. All Restricted Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Restricted Lots shall keep all weeds and grass thereon cut and shall in no event use any Restricted Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during Lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and wastes.
- b. Lawn mowing (including mowing of roadway easement adjacent to lot).
- c. Tree and shrub pruning.
- d. Keeping exterior lighting and mechanical facilities in working order and directed so as not to cause a nuisance.
- e. Keeping lawn and garden areas alive, free of weeds and attractive.
- f. Keeping parking areas, walkways and driveways in good repair. No parking in the yard.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$10.00 per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month and shall be a lien on the Lot.

Section 3.17 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten percent (10%). All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first day of the next calendar month and shall be a lien on the lot.

Section 3.18 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought on, installed, used, stored, treated, disposed of or transported over the Lots or the Subdivision. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

## ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEESection 4.01 Basic Control.

(a) No building or other improvements of any character shall be erected or placed or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Restricted Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by one set of plans and specifications for all proposed construction (initial or alterations) to be done on such Restricted Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer or the Association.

Section 4.02 Architectural Review Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer, provided, however, the authority of the Developer shall cease and terminate upon the election of the Architectural Review Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to the Caddo Village Architectural Review Committee composed of members of the Association, as applicable.

(b) At such time as all the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Association shall elect a committee of three to five (3-5) members to be known as the Caddo Village Architectural Review Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in Caddo Village. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or the Committee, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Committee requires Board approval for all variances and the owner may appeal denied plans, first to the Committee and then to the Board. The Developer and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. 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.

Section 4.07 Right to charge a Fee. The Architectural Review Committee shall have the right, at its discretion, to charge a fee and assess fines for violations and noncompliance. Monies received from these fees and fines shall become a part of the Maintenance fund.

#### ARTICLE V

##### INDIAN FOREST HOME OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is a record owner of any Lot, which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the Bylaws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Indian Forest Home Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04. Owner's Right of Enjoyment. Every owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions.

(a) The right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;

(b) The right of the Association to make rules and regulations regarding use of any Lake or Common Areas and to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;

(c) The right of the Association, in accordance with its Articles and Bylaws (and until fifty-one percent (51%) of all Lots in the Subdivision are sold, subject to the prior written approval of the Developer), to borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer);

(d) The right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;

(e) The right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and,

(f) The right of the Association, subject, until eighty percent (80%) of all Lots in the Subdivision are sold, to the prior written approval of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

Section 5.05 Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Member's immediate family living in the Member's residence, and his contract purchasers who reside on the Lot (collectively, the "Related Users").

#### ARTICLE VI

##### MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each owner of a Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise herein provided) shall be paid by the Owner of each Lot (or residential building site) to the Association annually, in advance, on or before the tenth day of the first month of each calendar year, beginning with the tenth day of January, 2005, or on such other basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered one Lot for the Maintenance Charge purposes beginning upon the completion of the improvements thereon. Provided, further, in the event an Owner owns more than two (2) Lots, the maximum Maintenance Charge to be paid by such multiple Lot Owner shall be two (2) times the Maintenance Charge for one Lot, regardless of the total number of Lots owned by such Owner.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owner's of the Subdivision or by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of Directors of the Association during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provision hereof.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments and legal fees hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owners copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. 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 an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge of assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, 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. 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 Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments 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 VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area, which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VII, including the maintenance of the Common Areas, any Nature Trail or Drainage Easements (owned by the Association) and the establishment and maintenance of a reserve fund for maintenance of the Common Area, Nature Trails or Drainage Easements (owned by the Association). The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area, etc. as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by the Developer or the Association or a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records or receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided, at least annually, information on the Maintenance Fund as provided in Section 8.07 hereof at a reasonable copy cost to be paid by the owners.

## ARTICLE VII

### DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the other Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Right to Use Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the common Area for promotional

purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to (iv) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from other public roads for the benefit of owners of property, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (v) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Developer's Right to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration without the consent of any other Owner of the Association. If the Developer conveys a Restricted Lot to the Association (or if the Association acquires a Lot by any other means) that Lot may become Common Area, at the discretion of the Board, without modification of this Declaration. Notwithstanding the above, no Common Area may be owned by anyone other than the Association. If the Association should sell a Lot which has become Common Area, that Lot shall then become a Restricted Lot as defined by this Declaration.

Section 7.06 Annexation of Annexable Area. Additional residential property and the Common Areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be subject to the jurisdiction of the Association by the Developer. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the Maintenance Charge imposed hereby.

Section 7.07 Restriction of Unrestricted Lots. The Developer shall have and hereby reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of applying Use Restrictions to the Unrestricted Lots. Such Use Restrictions shall be at the sole discretion of the Developer and shall be based upon the Developers opinion of the highest and best use of those lots.

## ARTICLE VIII

### DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restriction annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management, maintenance, replacement and operation thereof.

Section 8.03 Duty to Manage and Care of the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: establishment, operation and maintenance of a security system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the bridle paths; maintenance, repair and replacement of the drainage easements; mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Common Areas.

Section 8.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered or certified notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in,



on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Area or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association; with the approval of not less than fifty percent (50%) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than fifty percent (50%) of the then Owners (including the Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than fifty percent (50%) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than fifty percent (50%) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than fifty percent (50%) of all the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum for purposes of such meeting, shall consist of not less than seventy percent (50%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy related devices or equipment which did not exist or were not in common use in residential Subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision. Finally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of restricting the Unrestricted Lots in accordance with Section 7.07 herein.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided the (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by fifty percent (50%) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than fifty percent (50%) of the votes of all the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, alternatively, the properties, rights and obligations of the other association may, by

operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of this Declaration shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed on record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust, and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lien holders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (iii) Control Transfer Date or (iv) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right (s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

Section 9.12 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact Houston Lighting and Power Company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 17<sup>th</sup> day of August, 2005.

A. H. Curry & Son, Inc

By:

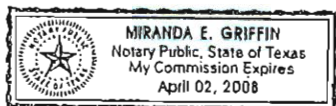
*[Handwritten signature of John Harris]*  
John Harris,  
President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2005, by John Harris, President of A. H. Curry & Son, Inc.

*[Handwritten signature of Miranda E. Griffin]*  
Notary Public, State of Texas



Ret. A. H. Curry and Sons  
P.O. Box 987  
Rosharon, TX 77583

**RECORDS MEMORANDUM**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

AUG 18 2005

FILED FOR RECORD

2005 AUG 18 PM 3:08

*Mark Tubball*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS



*Mark Tubball*  
County Clerk  
Montgomery County, Texas

**CADDO VILLAGE SUBDIVISION  
AMENDMENT TO DECLARATIONS OF COVENTANTS,  
CONDITIONS AND RESTRICTIONS**

THIS INSTRUMENT SHALL AMEND, SUPERSEDE AND REPLACE THOSE DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS FOR CADDO VILLAGE SUBDIVISION DATED MAY 7, 1984 AND RECORDED UNDER CLERK'S FILE NUMBER 8422511 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MONTGOMERY           §

THAT, WHEREAS, A.H. Curry & Son, Inc., a Texas corporation hereinafter called the "Declarant", is the owner of the majority of the lots in the subdivision platted as CADDO VILLAGE being a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas and being that certain real property located in Montgomery County, Texas, described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

WHEREAS, the Declarant and other owners will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth;

WHEREAS, Article Six, Paragraph 6.04 states that the covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than ninety (90%) Percent of the Lot owners;

NOW, THEREFORE, it is hereby declared that all of the property described in Exhibit "A" attached hereto shall be held, sold, conveyed, subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and shall run with, the real property and shall be binding on all parties having or acquiring any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Section 1.

"**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligations.

"**Properties**" shall mean and refer to that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes and such additions thereto as may hereafter be brought within the jurisdiction of the Association, within the sole discretion of Declarant through an amendment to the Declaration.

"**Lot**" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet "D" Sheet 182-A of the Map Records of Montgomery County, Texas.

"**Declarant**" shall mean and refer to A.H. Curry & Son, Inc., a Texas corporation. Its successors and assigns.

"**Association**" shall mean and refer to The Caddo Village Home Owner's Association, Inc., a Texas non-profit corporation.

"**Board**" shall mean and refer to the Board of Directors of The Caddo Village Home Owner's Association, Inc., a Texas non-profit corporation.

"**Member**" shall mean and refer to every person or entity that holds membership in the Caddo Village Home Owner's Association, Inc., a Texas non-profit corporation, as set forth herein.

"**Special Assessments**" means and refers to those assessments made by the Association from time to time as provided under Section 4 of Article Three hereof.

"**Supplemental Declaration**" means any supplement or amendment to this Declaration as herein permitted.

ARTICLE TWO

MEMBERSHIP AND VOTING RIGHTS IN THE CADDO VILLAGE HOME OWNER'S ASSOCIATION, INC.

**Section 1. Membership.** Each and every person, persons, or legal entity who shall own any Lot of land in the Properties, shall automatically be a Member of the Association,

PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

**Section 2. Classes of Voting Members.** The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all of those Members described in Section 1 hereof with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot owned or by each such Member. When two or more persons or entities hold undivided interests in any Lot or Lots, all such persons or entities shall be Class A members, and the vote for such Lot or Lots shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to Lot or major fraction thereof, of the Lot or Lots in which such Members own undivided interests.

**Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot or major fraction thereof. Voting rights may be assigned, in whole or in part, as such rights relate to a particular Lot, to a lessee holding a ground lease on such particular lot.

### ARTICLE THREE

#### ASSESSMENTS BY THE ASSOCIATION

**Section 1. Covenants for Assessments.** Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to a covenant to pay to the Association: ( 1 ) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof). All such assessments to be fixed, established and collected from time to time as hereinafter provided. The Declarant shall not be required to pay any such assessments but may do so voluntarily, at its sole discretion.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Lot Owners and for carrying out the purposes of the Association as stated in its Articles of Incorporation. Streets and drainage easements within the subdivision are maintained by the Association if not maintained by any governing body of the public entity that has jurisdiction over the streets. The maintenance entity shall be responsible for open spaces and common areas, if any, within the subdivision. These facilities are dedicated for the use and benefit of lot owners within the subdivision only.

**Section 3. Annual Assessment.** Each Owner of each Lot shall pay to the Association an annual assessment of \$240.00 per year payable in advance for each year, and continuing on the 1<sup>st</sup> day of January of each year during the term hereof. In the event of any conveyance or transfer of any Lot, the proration of any prepaid assessment shall be the responsibility of the transferor and transferee, and under no circumstances shall the Association be liable for the refund of any assessment. The rate of annual assessment

may be changed by vote of the membership of the Association, as provided in Section 5 hereof.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment of any year at a lesser or greater amount. The Association may not accumulate a surplus at the end of any year, which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Any Lots, or parts thereof, which are permitted to be consolidated pursuant to the terms of Section 5 of Article 5 hereof, shall be deemed to be one Lot effective as of January 1 of the year following the year in which such Lots are consolidated for purposes of determining the annual assessment with respect to such consolidated Lot.

**Section 4. Special Assessments.** In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its Members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of streets, drainage systems, drives, open spaces or common areas or any capital improvement within the subdivision, and/or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

**Section 5. Vote Required for Increase in Rate of Annual Assessment.** The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 6. Vote Required for Special Assessment.** Special Assessments authorized by Section 4 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 7. Commencement Date of Annual Assessment.** The first annual assessment provided for herein shall commence with the year 2005 and shall continue thereafter from year to year.

**Section 8. Due Date of Assessments.** The first annual assessment shall become due and payable on January 1, 2005, and shall be considered delinquent if not paid by January 31, 2005. The assessments for any year after 2005 shall become due and payable on January 1 of such year and shall be considered delinquent if not paid by January 31 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. Special assessments may be assessed annually, quarterly, monthly or at other times as fixed in the resolution authorizing such assessment.

**Section 9. Owner's Personal Obligation for Payment of Assessments in addition to being a lien on any Lot.** The annual assessments and special assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including attorney's fees.

**Section 10. Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed from a state or national bank, mortgage company, savings association, credit union, insurance company or other institutional lender for the purchase and/or improvement of the Lot in question. The Association, acting through its Board, shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the President of the Board of the Association shall prepare a written notice of assessment lien (the "Assessment Notice") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by any member of the Board of the Association and shall be recorded in the office of the County Clerk of Montgomery County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth hereinabove, and may be enforced by non-judicial foreclosure of the defaulting Owner's Lot by the Association in the like manner as under a deed of trust (with power of sale) on real property subsequent to the recording of the Assessment Notice as provided above. In furtherance of the foregoing, and as security for the payment of said assessments, Declarant, on behalf of itself and all subsequent Owners of Lots, hereby grants and conveys all of the Lots, in trust, unto Jerel J. Hill, as Trustee. In the event of default in payment of any assessment when due, it shall thereupon at any time thereafter be the duty of said Trustee, or his successor or substitute as hereinafter provided, as the request of any member of the Board (which request is hereby conclusively presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of the Lot or Lots described in said Assessment Notice, and mailing and filing notices as required by Section 51.002, Texas Property Code, as then amended (successor to Article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, said Trustee shall see said Lot or Lots then subject to the lien herein retained, at public auction in accordance with such notice on the first Tuesday of any month between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., to the highest bidder for cash, selling, if there be more than one Lot, such property in its entirety or in separate Lots as the Trustee acting may elect, and make due conveyance to the purchaser of purchasers, with general warranty binding the Owner thereof, his heirs and assigns; and out of the monies arising from such sale, said Trustee acting shall first pay all the expenses-of-advertising the sale and making the conveyance, including a commission of five percent (5%), to himself, which commission shall be due and owing in addition to any attorney's fees or collection costs otherwise provided to be paid hereunder and all other indebtedness secured hereby, rendering the balance of the purchase price, if any, to



said Owner, his heirs or assigns; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the trust of the matters therein stated, and all requisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against said Owner, his heirs and assigns. It is further agreed that in the event a foreclosure hereunder should be commenced by said Trustee, or his substitute or successor, such sale may be abandoned, and the Board of the Association may institute suit for the collection of any Assessment, and for foreclosure of this lien judicially; and it is further agreed that if the Board of the Association should so institute suit for collection thereof, and for foreclosure of the lien herein retained, that the Board may at any time before entry of final judgment in said suit dismiss the same, and require said Trustee, his successor substitute, to sell such Lot or Lots in accordance with the provisions hereof. The Board of Directors of the Association in any event is hereby authorized to appoint a substitute trustee or a successor trustee to act instead of any trustee named herein without other formality than a designation in writing of a substitute or a successor trustee signed by any member of the Board of the Association; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until all assessments hereby secured have been paid in full, or until all said Lots are sold hereunder, and each substitute and successor trustee shall succeed to all the rights and powers of the original Trustee. The lien herein retained and created shall not be exhausted by any one or more sales of one or more Lots, but shall continue as security for payment of all assessments at any time to become due hereunder. The Association shall have the power to bid on any Lot or Lots being foreclosed.

**Section 11. Exempt Properties.** The following realty is exempt from assessment and from any lien: (1) all common properties, (2) all utility property, utility plants, utility distribution, transmission and collection systems and (3) any real property owned or dedicated to any political subdivision.

#### ARTICLE FOUR

##### ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Designation of Committee.** The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. Until and including December 31, 2014, the appointment of members of the Architectural Control Committee must be approved by Declarant and any and all members of such committee may be removed by the Board of Directors or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

**Section 2. Function of Architectural Control Committee.** No Building shall be erected, placed or altered on any Lot until the construction plans and specification and a plot plan showing the location of the structure and driveways (including construction materials of driveways), have been approved in writing as to the harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by

the Architectural Control Committee of CADDO VILLAGE SUBDIVISION. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representatives prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve or disapprove construction or any improvements on any lot and its judgment shall be final and conclusive.

**Section 3. Content of Plans and Specifications.** The plans and specifications to be submitted for approval shall include the following:

- a. A site plan, including a topographical plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and on corners of proposed buildings. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contours is contemplated.
- b. Exterior architectural elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Landscaping plan, including walkways, fences and walls (if permitted), elevation changes, watering systems, lighting, vegetation and ground cover.
- f. Parking area and driveway plan.
- g. Screening, including size, location, and method.
- h. Utility connections.
- i. Grading and clean up plan of the interconnect (including any culvert) between driveways and the street or roadway.
- j. All job sites must have one portable toilet available for the construction crew and one large trash bin or cage located on the lot and out of any road right of way.
- k. The type, size and height of all mailboxes, which shall be first approved by the Architectural Control Committee.

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve, as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

**Section 4. Definition of "Improvement".** Improvement includes all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, sidewalks, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvements, exceeds \$500.00 in cost which may not be included in any of the foregoing. Improvement also includes both original improvements and all later changes and improvements.

**Section 5. Basis of Approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants.

**Section 6. Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article Five hereof.

**Section 7. Limitation of Liability.** Neither the Declarant, the Association, the Board, the Architectural Control Committee nor any of the members of such committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

**Section 8. Enforcement.** The Architectural Control Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The owner, against whom any action is brought to enforce these covenants and restrictions, shall be responsible for and shall pay the reasonable expenses, attorney's fees and costs incurred by the Architectural Control Committee.

## ARTICLE FIVE

### USE RESTRICTIONS

**Section 1. Use Restrictions.** No Lot shall be used for any purpose except for single family residential purposes; provided that until Declarant, its successors and assigns, has sold all the Properties, any unsold Lot may be used by Declarant for the location and operation of a sales office. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling residence not to exceed two and one-half (2-1/2) stories in height, together with a private fully enclosed or detached garage for not less than two (2) cars.

All mobile homes and manufactured homes are prohibited and absolutely forbidden to be located on any Lot.

Unoccupied recreational vehicles (including house, camping and hunting trailers, motor homes, tents and other portable camping structures) may be located on a Lot if they are fully enclosed within a structure approved by the Architectural Control Committee.

**Section 2. Size Restriction:** No single primary residential dwelling shall be placed on any Lot unless its living area (air conditioned/heated space) has (exclusive of porches and garages) the minimum square footage of floor area of eleven hundred (1,100) square feet.

All residential dwellings shall be equipped with and served by a potable water and sanitary sewer connection installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements. Exterior walls of all residential dwellings shall be completed with a suitable grade of siding so as to present a suitable appearance and the front of the dwelling must have a minimum 50% masonry or stucco veneer, provided however, that the Architectural Control Committee has the authority in its sole discretion to approve all siding and masonry materials and percentage of same, provided further, any naturally colored stone or brick, naturally finished redwood or cedar siding or stucco, or reasonable combination thereof, shall be acceptable siding material. Roofing of hobby shops, garages, or other out buildings shall be of like material as the dwelling.

**Section 3. Occupancy Only on Completion.** Written approval of the Architectural Control Committee shall be required before any single family dwelling may be occupied prior to the entire completion of the exterior of such dwelling, including all additions or expansions. Entire completion includes, but is not limited to removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the Lot meets the standards set by the Association.

**Section 4. Building Setbacks.** No structures shall be located on any Lot nearer to the front or back Lot lines than ten (10) feet or nearer to the side Lot lines than five (5) feet unless otherwise shown on building setback lines on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building. Any detached garage shall not be located on any Lot nearer to the street than the front of the house located on the Lot.

**Section 5. Lot Consolidation or Subdivision.** No Lot, portion of a Lot, or Lots shall be consolidated or subdivided without the consent of the Architectural Control Committee. None of said Lots shall be re-subdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into building sites, with the privilege of placing and maintaining improvements as permitted herein on the resulting building site having a front or rear lot line of not less than ten (10) feet or side lot line of not less than five (5) feet.

**Section 6. Utility and Drainage Easement.** No utility company, water utility, political subdivision or other authorized entity using such easements shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery,

trees or flowers, or to other property of the Owner of any Lot situated within any such easement. Such easements may be crossed by walkways, driveways and the like, but no buildings shall be constructed or maintained thereon.

**Section 7. General Exterior Requirements.** No freezers, refrigerators, washers, dryers or other household appliances will be permitted on patios, driveways, or on any portion of the Lot, except inside the home. All Television antennas must be approved or disapproved by the Architectural Control Committee. Antennas for short wave radio, citizens band radio, etc., are specifically prohibited except for use by the Declarant in a sales program. No person may cover the windows of their residence with metallic, paper, bed sheet, or other unconventional window covering, but must instead cover said window with shutters, blinds, curtains, or drapes in keeping with the intent and aesthetic objectives of this Declaration.

**Section 8. Recreation Vehicles.** Nothing herein shall be construed or held to exclude the keeping or storing of unoccupied recreational vehicles (including house, camping and hunting trailers, motor homes, tents and other portable camping structures) within a fully enclosed structure approved by the Architectural Control Committee. No such recreational vehicle shall be allowed to be used for overnight occupancy or occupied for any other length of time as a temporary residence or otherwise.

**Section 9. Prohibited Buildings.** Buildings that do not comply with the land use and building type restrictions contained herein are prohibited.

**Section 10. Signs.** No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the express consent in writing of the Architectural Control Committee. Declarant or any members of such Committee shall have the right to remove any sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

**Section 11. Pets.** Dogs, Cats and other household pets may not be kept, bred or maintained in excessive numbers. Furthermore, no cows, goats, chickens, horses, swine or other domestic fowl or livestock shall be kept on any Lot. All such household pets shall be kept within fenced areas on Owners Lots or shall be confined by a leash or other harness. It is strictly prohibited to allow such pets to run loose. The Architectural Control Committee may approve the keeping of animals for short periods of time related to school-sponsored FFA and other projects.

**Section 12. Noxious Activities Prohibited.** No noxious or offensive trade or activity shall be permitted upon any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which, in the sole judgment of the Architectural Control Committee, shall have the effect of degrading the residential environment of the Properties.

**Section 13. Junked Motor Vehicles Prohibited.** No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one that is inoperable or is without a current, valid state vehicle inspection sticker and license plate. No vehicle shall be allowed to be stored on any Lot, which has a flat or inoperable tire or wheel or is generally unsightly for more than three days. No junk of any kind or

character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

**Section 14. Hunting Prohibited.** Absolutely no hunting shall be allowed in, on or from any part of The Properties. Absolutely no handgun, rifle, shotgun or other firearm, or pellet or air gun, bow or crossbow or slingshot, or other weapon or projectile firing device, shall be discharged in, or from any of The Properties.

**Section 15. General Appearance.** The general appearance of each Lot shall be maintained in a manner beneficial to the environment of the development and in conformity with the reasonable standards set by the Architectural Control Committee.

**Section 16. Certain Operations Prohibited.** No commercial logging, oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot. No private water well or water systems, or equipment shall be permitted on any Lot. Nothing in this Section shall be construed to prohibit Road Construction and Maintenance.

**Section 17. Rubbish and Trash Prohibited.** No lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition, and in compliance with all applicable governmental laws and regulations. No Owner shall burn trash on site. All Owners shall use the rubbish and trash collection company chosen by the Caddo Village Home Owner's Association for the removal of all garbage.

**Section 18. Fences.** No fence or wall shall be placed or permitted to remain on any Lot except as may conform to the rules and regulations with respect to fences and walls from time to time adopted and approved by the Architectural Control Committee, which rules and regulations shall be generally applicable to all Lots within the subdivision. Notwithstanding the foregoing, prior to the installation or construction, or any substantial modification or addition, to any fence or wall, the plans and specifications therefore shall be submitted to the Architectural Control Committee for approval in accordance with Article Four, Section 3 hereof.

**Section 19. Cutting of Trees.** No tree in excess of six inches (6") in diameter measured one foot (1') above the ground surface shall be cut, removed or transplanted without the prior approval of the Architectural Control Committee.

**Section 20. Excavations.** No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded within 72 hours.

**Section 21. Completion of Construction.** Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary, and in no event longer than nine (9) months.

**Section 22. Speed Limit** The speed limit for automobiles, motorcycles, trucks, and other vehicles is hereby established at twenty-five (25 mph) miles per hour upon all streets and alleyways located within CADDO VILLAGE SUBDIVISION.

## ARTICLE SIX

### EXTERIOR MAINTENANCE

**Section 1. Duty of Maintenance.** Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Properties so owned or occupied by them, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and garden areas alive, free of weeds, and attractive.
- g. Keeping parking areas, walkways and driveways in good repair.
- h. Complying with all government health and policy requirements.
- i. Repainting of improvements.
- j. Repair of exterior damage to improvements.

**Section 2. Enforcement.** If in the opinion of the Association any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot or Lots on which said work was performed. Such lien shall have the same attributes as the lien for annual assessments set forth in Article Three, Section 10 above, which provisions are incorporated herein by

reference, and the Association shall have identical powers and rights in all respects, including but not limited to, the right of non-judicial foreclosure.

**ARTICLE SEVEN**

**GENERAL PROVISIONS**

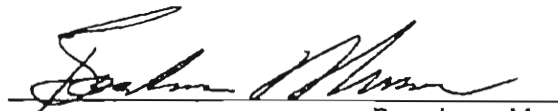
**Section 1. Incorporation and Conveyance.** The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein, and warranties of title contained therein, shall be subject to the terms and provisions of this Declaration. Conveyance of all Lots in CADDO VILLAGE SUBDIVISION shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, right-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether so expressly stated or not, contained in deed or deeds conveying said Lots.

**Section 2. Severability.** Invalidation of any one of the covenants, or restrictions by judgment or court order, shall no way affect any other provision, and all other provisions shall remain in full force and effect.

**Section 3. Durations and Amendment.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by ninety (90%) percent of the Lot owners. No amendment shall be effective until recorded in the Deed Records of Montgomery County, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

Executed by the said Declarant, this 13 day of December 2003.

A.H. Curry & Son, Inc., a Texas corporation



Boardman Munson, President



ACKNOWLEDGMENT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Boardman Munson, President of A.H. Curry & Son, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 16<sup>th</sup> day of December 2003.

*Jeanie T. Simmons*  
\_\_\_\_\_  
JEANIE T. SIMMONS

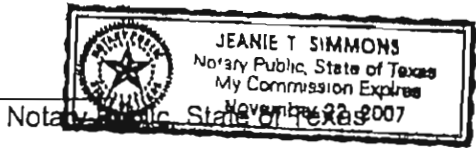


Exhibit A

Lots 1 through 511 of Caddo Village, being a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Cabinet D, Sheet 182-A of the Map Records of Montgomery County, Texas, further described as being 132.0011 acres of land in the George W. Lonis Survey, A-313, Montgomery County, Texas, being out of a combination of the following four (4) tracts: (1) 35.50 acres described in Volume 190, Page 254 of the Deed Records of Montgomery County, Texas; (2) 15.00 acres described in Volume 191, Page 183 of the Deed Records of Montgomery County, Texas; (3) 32.72 acres described in Volume 195, Page 532 of the Deed Records of Montgomery County, Texas; (4) 49.60 acres described in Volume 204, Page 290 of the Deed Records of Montgomery County, Texas.

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

RETURN TO: LARRY AUSTIN  
7443 TEASWOOD DRIVE  
CANROE, TEXAS  
77304

FILED FOR RECORD

2004 FEB 27 AM 11:10

Mark Turbell  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

FEB 27 2004



Mark Turbell  
County Clerk  
Montgomery County, Texas

272-01-0987

CADDO VILLAGE SUBDIVISION

LEGAL PROPERTY RECORDS

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

8422511

THE STATE OF TEXAS ( )  
COUNTY OF MONTGOMERY ( )

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MCCR PARTNERSHIP, hereinafter called the "Declarant", is the owner of all that certain real property located in Montgomery County, Texas, described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

WHEREAS, from this property will be cut out lots; said lots being more fully described and shown upon the plat or subdivision map recorded in Cabinet "D" at Page 182-A of the Map Records of Montgomery County, Texas;

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

WHEREAS, on Page 13, Paragraph 6.04 states that Declarant may amend the Covenants, Conditions, and Restrictions; Declarant does hereby amend the Covenants, Conditions, and Restrictions to read as follows:

NOW, THEREFORE, it is hereby declared that all of the property described in Exhibit "A" attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and shall run with, the real property and shall be binding on all parties having or acquiring any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to

any lot or portion of a lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties.

1.02 "Properties" shall mean and refer to that certain real property more particularly described in Exhibit A attached hereto and incorporated herein for all purposes, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, within the sole discretion of Declarant through an amendment to this Declaration.

Lot

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet "D" Sheet 182-A of the Map Records of Montgomery County, Texas. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04 "Declarant" shall mean and refer to MCCR PARTNERSHIP, its successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL COMMITTEE

2.01 No building or manufactured home or home shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure and driveways (including construction materials of driveways), have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of CADDO VILLAGE SUBDIVISION. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representatives prior to commencement of construction. The

Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvements on any Lot, and its judgment shall be final and conclusive.

#### Approval of Plans and Specifications

2.02 No fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

#### Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

#### Committee Membership

2.04 The Architectural Control Committee members shall be three (3) in number, and shall be composed of Frank M. Creighton, Curtis Reece, Jr., and Frances Reece, who by majority vote may designate a representative to act for them. At any time, after fifteen years from the date of this instrument, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

2.05 In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications; and plot plans submitted or to designate a representative with like authority.

#### Minimum Construction Standards

2.06 The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

#### Term

2.07 The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said committee by this covenant shall cease and terminate; provided, that any time after January 1, 1998, by two-thirds (2/3) vote of the members present and voting, the Architectural Control Committee can continue to function.

### ARTICLE THREE

#### EXTERIOR MAINTENANCE

In the event an Owner of any lot shall fail to maintain the lot, structure, premises, improvements, trees, hedges, and plantings thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot, and the exterior of any structure or other improvements erected thereon, to mow the grass thereon, to remove any debris therefrom, to trim or prune any trees, hedge

or plantings, to repair or paint any fence thereon, and to do any and all things necessary or desirable in the opinion of the Developer or the Architectural Control Committee to place such property in a neat and attractive condition consistent with the intention of this Declaration, all at the expense of the Owner. The person who is the owner of such property at the time such work is performed shall be personally obligated to reimburse the Architectural Control Committee or the Developer for the cost of such work within ten (10) days after it is performed, and if such amount is not paid within said period of time such owner shall be obligated thereafter to pay interest thereon at the rate of twelve (12%) percent per annum, and to pay any attorney's fees and court cost incurred by the Committee or Developer in collecting said obligation, and all of same shall be secured by a lien on such owner's property, subject only to liens then existing thereon.

#### ARTICLE FOUR

#### USE RESTRICTIONS

##### Type of Buildings Permitted

4.01 All Lots shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family home, garage, carport, or parking area with tool storage. Except, however, that Lots 190, 191, 192, 193, 194, and 195 may have two such homes with one common driveway subject to approval of the Architectural Control Committee.

##### Structural Requirements

4.02 Any home maintained or placed on said Lots must meet the following minimum requirements:

(a) have a ground floor area of not less than eight hundred twenty-five (825) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages;

(b) be affixed to a foundation which meets county, state and Department of Commerce guidelines;

(c) have its running gear (axles and wheels) and hitch removed;

(d) be skirted within thirty (30) days after set-up on any Lot, provided that the skirting must compliment the color and design of the home and must be approved by the Architectural Control Committee;

(e) have one and one-half bathrooms, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, and be connected to sewage outlets in conformity with state and local health requirements;

(f) be attached to utilities similar to that of conventional housing subject to further provisions below;

(g) have cedar or composition shingle or tile pitched roof;

(h) have gutters and downspouts or adequate overhang;

(i) have at least two (2) bedrooms; and

(j) exterior sides shall be of house type siding including but not limited to aluminum lap siding, treated wood or masonite.

#### Prohibited Residential Uses

4.03 No tent, shack, barn, lawn or tool storage or other out-buildings shall be used at any time as a residence. Tents may be used only for childrens camp-outs and may not be erected for more than seventy-two (72) hours.

#### Setbacks

4.04 No manufactured home or other structure shall be located on any Lot nearer to the front or back Lot line than ten (10) feet or nearer to the side Lot lines than five (5) feet unless otherwise shown on building setback lines on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

#### Resubdivision or Consolidation

4.05 None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into building sites, with the privilege of placing and maintaining improvements as permitted in Paragraphs 4.02 and 4.04 hereof on each resulting building site provided that such consolidation does not result in any building site having a front or rear lot line of less than ten (10) feet or side lot line of less than five (5) feet.



## Easements

4.06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

## General Exterior Requirements

4.07 The hanging of clothes to dry on any residential lot may be done only on one collapsible umbrella-type clothes line not visible from the street in front of the lot and, such clothes line must be collapsed or removed when not in use. No freezers, refrigerators, washers, dryers or other household appliances will be permitted on patios, carports, or on any portion of the Lot, except inside of the manufactured home or inside an approved storage building. All television antennas must be approved by the Architectural Control Committee. Antennas for short wave radio, citizens band radio, etc., are specifically prohibited except for use by Declarant in a sales program. No person may cover the windows of their residence with metallic, paper, bedsheet, or other unconventional window covering, but must instead cover said windows with shutters, blinds, curtains, or drapes in keeping with the intent and aesthetic objectives of this Declaration.

## Noxious or Offensive Activities Prohibited

4.08 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No pistols, firecrackers, rifles, guns or firearms of any type are to be discharged on or around the subject real property. No nuisance shall ever be erected, placed or suffered to remain upon

any property in the subdivision and no owner of, or resident on, any property in the subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other owner or resident.

#### Signs

4.09 No signs of any character shall be displayed or maintained on any Lot or inside a structure or home located on any Lot in a manner that would make the same visible from the street in front of, or abutting, the Lot, except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the sale of residences within the subdivision shall have the right, during the sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such sale, including, but not limited to, signs, offices, storage areas, and model units.

#### Mailboxes and House Numbers

4.10 Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

#### Oil Development Prohibited

4.11 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

#### Sanitary Sewers

4.12 No open or pit toilets shall be permitted in this subdivision. No outside toilet facilities, portable or otherwise, shall be permanently maintained. No private water well or septic tank will be allowed on any Lot.

## Drainage

4.13 Ditches and culverts shall be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush, or building materials, nor any other materials, may be stacked or piled in roads, ditches or on any commonly owned property. Neither bridges nor cross tie crossings across road ditches will be permitted.

## Rubbish, Trash and Garbage

4.14 Garbage, trash or other refuse accumulated in this subdivision shall not be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of a type and size approved by the Architectural Control Committee. Garbage cans must be placed on wheeled container platforms and must be removed from the street on the same day as garbage is collected. All boxes must be flattened and newspapers secured so as to allow easy handling. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

## Animals

4.15 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets (not to exceed a total of two adult animals) may be kept by the owner or tenant of any lot, provided that they are (a) not kept, bred or maintained for any commercial purposes, and (b) restrained by leash or fenced yard. Owner of animals must remove any pet waste where deposited on other occupants' premises.

## Fences, Walls, Hedges and Utility Meters

4.16 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lot than is permitted for the main

residence on such Lot, except for decorative subdivision entry fences. Additionally, no fences shall be allowed unless the height, location and material thereof has been approved by the Architectural Control Committee.

#### Shrubs and Trees

4.17 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersections, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

#### Trucks, Buses and Trailers

4.18 No truck, bus, or trailer shall be left parked in the street in front of any lot except for moving and repair equipment while a residence or residences are being moved on or off the premises or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on any portion of the lot unless such portion of the lot is screened from the street as approved by the Architectural Control Committee.

#### Speed Limit

4.19 The speed limit for automobiles, motorcycles, trucks, and other motor vehicles is hereby established at twenty-five miles per hour (25mph) upon all streets and alleyways located within CADDO VILLAGE SUBDIVISION.

#### Junk Yard and Inoperable Automobiles

4.20 No lot, street, nor any portion of any lot or street within this subdivision shall be used to store vehicles which are not in serviceable and usable condition, or not bearing current license plates, nor to store junk, wrecked cars or other

similar materials, and no inoperable automobiles or vehicle shall be parked on any Lot or street nor permitted to remain thereon. Violators shall be subject to all expenses and cost in the removal of any unsightly conditions occurring on any tract (s) or Lot (B). No repairing of motor vehicles shall be permitted on the Lots and no for sale signs may be placed upon any motor vehicles located on such Lots or parked on the street in front of such Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No construction machinery, dump trucks, tractors, mowers, blades, etc., may be parked on any Lot.

#### Children

4.21 All adults living within CADDO VILLAGE SUBDIVISION are responsible for the actions and conduct of their children or other children lawfully visiting their premises. No children will be allowed to play in the streets within CADDO VILLAGE SUBDIVISION nor to obstruct vehicular traffic with their persons, toys, or other belongings.

#### Prohibited Activities

4.22 No Lot in this subdivision shall be used for any purpose other than residential, and no business of any type, kind or character, nor any occupation for commercial gain or profit, shall be carried on therein. No portion of any Lot or tract may be used for a road or easement, public or private, unless approved by the Architectural Control Committee.

### ARTICLE FIVE

#### EASEMENTS

##### Reservation of Easements

5.01 All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet "D" at Sheet 182-A of the Map Records of Montgomery County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway.

Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

#### Electric System

5.02 An electric distribution system will be installed to serve all lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electric Code) a service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the manufactured home placed and maintained on the Lot. For so long as service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

#### ARTICLE SIX

##### GENERAL PROVISIONS

##### Incorporation and Conveyance

6.01 The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein, and warranties of title contained therein, shall be subject to the terms and provisions of this Declaration. Conveyance of all lots in CADDO

VILLAGE SUBDIVISION shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether so expressly stated or not, contained in a deed or deeds conveying said Lots.

#### Enforcement

6.02 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Severability

6.03 Invalidation of any one of these covenants, or restrictions by judgment or court order, shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Duration and Amendment

6.04 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first five years by the Declarant or by ninety (90%) percent of the Lot Owners. During the next fifteen (15) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, during any succeeding ten (10) year period, the

covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 7th day of May, 1984.

MCCR PARTNERSHIP

*Frank M. Creighton*  
FRANK M. CREIGHTON, PARTNER

*Curtis L. Reece, Jr.*  
CURTIS L. REECE, JR., PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS ()  
COUNTY OF MONTGOMERY ()

This instrument was acknowledged before me on the 7th day of May, 1984, by FRANK M. CREIGHTON.



*Susan Reichman*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS.

Notary's name printed:

Susan Reichman

My Commission Expires: 11-14-87

THE STATE OF TEXAS ()  
COUNTY OF MONTGOMERY ()

This instrument was acknowledged before me on the 7th day of May, 1984, by CURTIS L. REECE, JR.



*Susan Reichman*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Notary's name printed:

Susan Reichman

My Commission Expires: 11-14-87

RETURN TO:  
Frank M. Creighton  
P. O. Box 33  
Conroe, Texas 77304



Being 132.0011 acres of land in the George W. Lonis Survey, A-313, Montgomery County, Texas, being out of a combination of the following four (4) tracts: (1) 35.50 acres divided in Volume 190, page 254 of the Deed Records of Montgomery County, Texas, (2) 15.00 acres described in Volume 191, page 183, of the Deed Records of Montgomery County, Texas, (3) 32.72 acres described in Volume 195, page 532 of the Deed Records of Montgomery County, Texas, (4) 49.60 acres described in Volume 204, page 290 of the Deed Records of Montgomery County, Texas, said 132.0011 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod in the northerly right-of-way line of F.M. 1097 for the southwest corner of a 44.5 acre tract described by Deed recorded in Volume 91, page 361 of the Deed Records of Montgomery County, Texas;

THENCE North 33° 25' 55" West, 2,869.00 feet to a 5/8 inch iron rod for the northwest corner of a 117 acre tract described by Deed recorded in Volume 91, page 362 of the Deed Records of Montgomery County, Texas;

THENCE North 56° 23' 11" East, 858.00 feet to a 1/2 inch iron pipe for an angle point;

THENCE North 55° 30' 00" East, 803.72 feet to a 5/8 inch iron rod for an angle point;

THENCE North 56° 05' 09" East, 571.00 feet to a 1/2 inch iron rod for a corner;

THENCE South 38° 30' 00" East, 500.00 feet to a 5/8 inch iron rod for an angle point;

THENCE South 39° 50' 35" East, 385.57 feet to a 5/8 inch iron rod for an angle point;

THENCE South 34° 21' 30" East, 1,315.35 feet to a 5/8 inch iron rod for a corner;

THENCE South 55° 00' 00" West, 1,335.00 feet to a 5/8 inch iron rod for a corner;

THENCE South 17° 05' 09" East, 815.75 feet to a 1/2 inch iron rod in the northerly right-of-way line of F.M. 1097 for a corner;

THENCE South 65° 38' 54" West, along the northerly line of F.M. 1097, 786.83 feet to the POINT OF BEGINNING.

FOR RECORD

MAY 14 AM 3 25

Roy Harris  
COUNTY CLERK

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that the foregoing was filed  
in the Public Records on the 14th day of May  
1984, at the County Seat of Montgomery County,  
Texas.

MAY 14 1984



Roy Harris  
COUNTY CLERK

272-01-0987

CADDO VILLAGE SUBDIVISION

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

REAL PROPERTY RECORDS

8422511

THE STATE OF TEXAS ( )  
COUNTY OF MONTGOMERY ( )

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MCCR PARTNERSHIP, hereinafter called the "Declarant", is the owner of all that certain real property located in Montgomery County, Texas, described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

WHEREAS, from this property will be cut out lots; said lots being more fully described and shown upon the plat or subdivision map recorded in Cabinet "D" at Page 182-A of the Map Records of Montgomery County, Texas;

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

WHEREAS, on Page 13, Paragraph 6.04 states that Declarant may amend the Covenants, Conditions, and Restrictions; Declarant does hereby amend the Covenants, Conditions, and Restrictions to read as follows:

NOW, THEREFORE, it is hereby declared that all of the property described in Exhibit "A" attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and shall run with, the real property and shall be binding on all parties having or acquiring any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to

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any lot or portion of a lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties.

1.02 "Properties" shall mean and refer to that certain real property more particularly described in Exhibit A attached hereto and incorporated herein for all purposes, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, within the sole discretion of Declarant through an amendment to this Declaration.

Lot

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet "D" Sheet 182-A of the Map Records of Montgomery County, Texas. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04 "Declarant" shall mean and refer to MCCR PARTNERSHIP, its successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL COMMITTEE

2.01 No building or manufactured home or home shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure and driveways (including construction materials of driveways), have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of CADDQ VILLAGE SUBDIVISION. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representatives prior to commencement of construction. The

Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvements on any Lot, and its judgment shall be final and conclusive.

#### Approval of Plans and Specifications

2.02 No fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

#### Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

#### Committee Membership

2.04 The Architectural Control Committee members shall be three (3) in number, and shall be composed of Frank M. Creighton, Curtis Reece, Jr., and Frances Reece, who by majority vote may designate a representative to act for them. At any time, after fifteen years from the date of this instrument, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

2.05 In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications; and plot plans submitted or to designate a representative with like authority.

#### Minimum Construction Standards

2.06 The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

#### Term

2.07 The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said committee by this covenant shall cease and terminate; provided, that any time after January 1, 1998, by two-thirds (2/3) vote of the members present and voting, the Architectural Control Committee can continue to function.

### ARTICLE THREE

#### EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the lot, structure, premises, improvements, trees, hedges, and plantings thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of any structure or other improvements erected thereon, to mow the grass thereon, to remove any debris therefrom, to trim or prune any trees, hedge

or plantings, to repair or paint any fence thereon, and to do any and all things necessary or desirable in the opinion of the Developer or the Architectural Control Committee to place such property in a neat and attractive condition consistent with the intention of this Declaration, all at the expense of the Owner. The person who is the owner of such property at the time such work is performed shall be personally obligated to reimburse the Architectural Control Committee or the Developer for the cost of such work within ten (10) days after it is performed, and if such amount is not paid within said period of time such owner shall be obligated thereafter to pay interest thereon at the rate of twelve (12%) percent per annum, and to pay any attorney's fees and court cost incurred by the Committee or Developer in collecting said obligation, and all of same shall be secured by a lien on such owner's property, subject only to liens then existing thereon.

#### ARTICLE FOUR

#### USE RESTRICTIONS

##### Type of Buildings Permitted

4.01 All Lots shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family home, garage, carport, or parking area with tool storage. Except, however, that Lot 190, 191, 192, 193, 194, and 195 may have two such homes with one common driveway subject to approval of the Architectural Control Committee.

##### Structural Requirements

4.02 Any home maintained or placed on said Lots must meet the following minimum requirements:

(a) have a ground floor area of not less than eight hundred twenty-five (825) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages;

(b) be affixed to a foundation which meets county, state and Department of Commerce guidelines;

(c) have its running gear (axles and wheels) and hitch removed;

(d) be skirted within thirty (30) days after set-up on any Lot, provided that the skirting must compliment the color and design of the home and must be approved by the Architectural Control Committee;

(e) have one and one-half bathrooms, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, and be connected to sewage outlets in conformity with state and local health requirements;

(f) be attached to utilities similar to that of conventional housing subject to further provisions below;

(g) have cedar or composition shingle or tile pitched roof;

(h) have gutters and downspouts or adequate overhang;

(i) have at least two (2) bedrooms; and

(j) exterior sides shall be of house type siding including but not limited to aluminum lap siding, treated wood or masonite.

#### Prohibited Residential Uses

4.03 No tent, shack, barn, lawn or tool storage or other out-buildings shall be used at any time as a residence. Tents may be used only for childrens camp-outs and may not be erected for more than seventy-two (72) hours.

#### Setbacks

4.04 No manufactured home or other structure shall be located on any Lot nearer to the front or back Lot line than ten (10) feet or nearer to the side Lot lines than five (5) feet unless otherwise shown on building setback lines on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building

#### Resubdivision or Consolidation

4.05 None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into building sites, with the privilege of placing and maintaining improvements as permitted in Paragraphs 4.02 and 4.04 hereof on each resulting building site provided that such consolidation does not result in any building site having a front or rear lot line of less than ten (10) feet or side lot line of less than five (5) feet.

## Easements

4.06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

## General Exterior Requirements

4.07 The hanging of clothes to dry on any residential lot may be done only on one collapsible umbrella-type clothes line not visible from the street in front of the lot and, such clothes line must be collapsed or removed when not in use. No freezers, refrigerators, washers, dryers or other household appliances will be permitted on patio, carports, or on any portion of the Lot, except inside of the manufactured home or inside an approved storage building. All television antennas must be approved by the Architectural Control Committee. Antennas for short wave radio, citizens band radio, etc., are specifically prohibited except for use by Declarant in a sales program. No person may cover the windows of their residence with metallic, paper, bedsheet, or other unconventional window covering, but must instead cover said windows with shutters, blinds, curtains, or drapes in keeping with the intent and aesthetic objectives of this Declaration.

## Noxious or Offensive Activities Prohibited

4.08 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No pistols, firecrackers, rifles, guns or firearms of any type are to be discharged on or around the subject real property. No nuisance shall ever be erected, placed or suffered to remain upon



any property in the subdivision and no owner of, or resident on, any property in the subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other owner or resident.

#### Signs

4.09 No signs of any character shall be displayed or maintained on any Lot or inside a structure or home located on any Lot in a manner that would make the same visible from the street in front of, or abutting, the Lot, except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the sale of residences within the subdivision shall have the right, during the sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such sale, including, but not limited to, signs, offices, storage areas, and model units.

#### Mailboxes and House Numbers

4.10 Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

#### Oil Development Prohibited

4.11 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

#### Sanitary Sewers

4.12 No open or pit toilets shall be permitted in this subdivision. No outside toilet facilities, portable or otherwise, shall be permanently maintained. No private water well or septic tank will be allowed on any lot.

## Drainage

4.13 Ditches and culverts shall be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush, or building materials, nor any other materials, may be stacked or piled in roads, ditches or on any commonly owned property. Neither bridges nor cross tie crossings across road ditches will be permitted.

## Rubbish, Trash and Garbage

4.14 Garbage, trash or other refuse accumulated in this subdivision shall not be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of a type and size approved by the Architectural Control Committee. Garbage cans must be placed on wheeled container platforms and must be removed from the street on the same day as garbage is collected. All boxes must be flattened and newspapers secured so as to allow easy handling. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

## Animals

4.15 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets (not to exceed a total of two adult animals) may be kept by the owner or tenant of any lot, provided that they are (a) not kept, bred or maintained for any commercial purposes, and (b) restrained by leash or fenced yard. Owner of animals must remove any pet waste where deposited on other occupants' premises.

## Fences, Walls, Hedges and Utility Meters

4.16 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lot than is permitted for the main

residence on such Lot, except for decorative subdivision entry fences. Additionally, no fences shall be allowed unless the height, location and material thereof has been approved by the Architectural Control Committee.

Shrubs and Trees

4.17 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersections, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

Trucks, Buses and Trailers

4.18 No truck, bus, or trailer shall be left parked in the street in front of any lot except for moving and repair equipment while a residence or residences are being moved on or off the premises or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on any portion of the Lot unless such portion of the Lot is screened from the street as approved by the Architectural Control Committee.

Speed Limit

4.19 The speed limit for automobiles, motorcycles, trucks, and other motor vehicles is hereby established at twenty-five miles per hour (25mph) upon all streets and alleyways located within CADIXO VILLAGE SUBDIVISION.

Junk Yard and Inoperable Automobiles

4.20 No Lot, street, nor any portion of any lot or street within this subdivision shall be used to store vehicles which are not in serviceable and useable condition, or not bearing current license plates, nor to store junk, wrecked cars or other

similar materials, and no inoperable automobiles or vehicle shall be parked on any Lot or street nor permitted to remain thereon. Violators shall be subject to all expenses and cost in the removal of any unsightly conditions occurring on any tract (s) or Lot (s). No repairing of motor vehicles shall be permitted on the Lots and no for sale signs may be placed upon any motor vehicles located on such Lots or parked on the street in front of such Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No construction machinery, dump trucks, tractors, mowers, blades, etc., may be parked on any Lot.

#### Children

4.21 All adults living within CADDO VILLAGE SUBDIVISION are responsible for the actions and conduct of their children or other children lawfully visiting their premises. No children will be allowed to play in the streets within CADDO VILLAGE SUBDIVISION nor to obstruct vehicular traffic with their persons, toys, or other belongings.

#### Prohibited Activities

4.22 No Lot in this subdivision shall be used for any purpose other than residential, and no business of any type, kind or character, nor any occupation for commercial gain or profit, shall be carried on therein. No portion of any Lot or tract may be used for a road or easement, public or private, unless approved by the Architectural Control Committee.

### ARTICLE FIVE

#### EASEMENTS

##### Reservation of Easements

5.01 All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet "D" at Sheet 182-A of the Map Records of Montgomery County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway.

Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

Electric System

5.02 An electric distribution system will be installed to serve all lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electric Code) a service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the manufactured home placed and maintained on the Lot. For so long as service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

GENERAL PROVISIONS

Incorporation and Conveyance

6.01 The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein, and warranties of title contained therein, shall be subject to the terms and provisions of this Declaration. Conveyance of all lots in CADDO

VILLAGE SUBDIVISION shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether so expressly stated or not, contained in a deed or deeds conveying said Lots.

#### Enforcement

6.02 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Severability

6.03 Invalidation of any one of these covenants, or restrictions by judgment or court order, shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Duration and Amendment

6.04 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first five years by the Declarant or by ninety (90) percent of the Lot Owners. During the next fifteen (15) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, during any succeeding ten (10) year period, the

covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 7th day of May, 1984.

MCCR PARTNERSHIP

*Frank M. Creighton*  
FRANK M. CREIGHTON, PARTNER  
*Curtis L. Reece, Jr.*  
CURTIS L. REECE, JR., PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS ( )  
COUNTY OF MONTGOMERY ( )

This instrument was acknowledged before me on the 7th day of May, 1984, by FRANK M. CREIGHTON.



*Susan Reichman*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS.

Notary's name printed:

Susan Reichman

My Commission Expires: 11-14-87

THE STATE OF TEXAS ( )  
COUNTY OF MONTGOMERY ( )

This instrument was acknowledged before me on the 7th day of May, 1984, by CURTIS L. REECE, JR.



*Susan Reichman*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

Notary's name printed:

Susan Reichman

My Commission Expires: 11-14-87

RETURN TO:  
Frank M. Creighton  
P. O. Box 33  
Conroe, Texas 77385

Being 132.0011 acres of land in the George W. Lonis Survey, A-313, Montgomery County, Texas, being out of a combination of the following four (4) tracts: (1) 35.50 acres divided in Volume 190, page 254 of the Deed Records of Montgomery County, Texas, (2) 15.00 acres described in Volume 191, page 183, of the Deed Records of Montgomery County, Texas, (3) 32.72 acres described in Volume 195, page 532 of the Deed Records of Montgomery County, Texas, (4) 49.60 acres described in Volume 204, page 290 of the Deed Records of Montgomery County, Texas, said 132.0011 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod in the northerly right-of-way line of P.M. 1097 for the southwest corner of a 44.5 acre tract described by Deed recorded in Volume 91, page 361 of the Deed Records of Montgomery County, Texas;

THENCE North 33° 25' 55" West, 2,869.00 feet to a 5/8 inch iron rod for the northwest corner of a 117 acre tract described by Deed recorded in Volume 91, page 362 of the Deed Records of Montgomery County, Texas;

THENCE North 56° 23' 11" East, 858.00 feet to a 1/2 inch iron pipe for an angle point;

THENCE North 55° 30' 00" East, 803.72 feet to a 5/8 inch iron rod for an angle point;

THENCE North 56° 05' 09" East, 571.00 feet to a 1/2 inch iron rod for a corner;

THENCE South 38° 30' 00" East, 500.00 feet to a 5/8 inch iron rod for an angle point;

THENCE South 39° 50' 35" East, 385.57 feet to a 5/8 inch iron rod for an angle point;

THENCE South 34° 21' 30" East, 1,315.35 feet to a 5/8 inch iron rod for a corner;

THENCE South 55° 00' 00" West, 1,335.00 feet to a 5/8 inch iron rod for a corner;

THENCE South 17° 05' 09" East, 815.75 feet to a 1/2 inch iron rod in the northerly right-of-way line of F.M. 1097 for a corner;

THENCE South 65° 38' 54" West, along the northerly line of F.M. 1097, 786.83 feet to the POINT OF BEGINNING.

FOR RECORD

MAY 14 AM 3 25

Roy Harris  
COUNTY CLERK

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped herein to the end that the same be the official Public Records of said Property of Montgomery County, Texas.

MAY 14 1984



Roy Harris  
COUNTY CLERK



244-01-1952

REAL PROPERTY RECORDS

CADDO VILLAGE SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS,

8360138 AND RESTRICTIONS

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY § KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MCCR PARTNERSHIP, hereinafter called the "Declarant", is the owner of all that certain real property located in Montgomery County, Texas, described on Schedule A, which is attached hereto and made a part hereof for all purposes.

WHEREAS, from this property will be cut out lots, said lots being more fully described in Exhibit B attached hereto and made a part hereof for all purposes; and all the remainder of the property described above shall constitute common area; and

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described in Exhibit A attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and shall be binding on all parties having or acquiring any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot, including contract sellers, but excluding those having such interest merely as security for the

performance of an obligation.

244-01-1953

Properties

1.02 "Properties" shall mean and refer to that certain real property more particularly described in Exhibit A attached hereto and incorporated herein for all purposes, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, within the sole discretion of Declarant through an amendment to this Declaration.

Lot

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume D at Page 182-A of the Map Records of Montgomery County, Texas. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

Declarant

1.04 "Declarant" shall mean and refer to MCCR PARTNERSHIP, its successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL COMMITTEE

2.01 No building or mobile home or home shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure and driveways (including construction materials of driveways), have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of CADDO VILLAGE SUBDIVISION. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans,

together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

#### Approval of Plans and Specifications

2.02 No fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

#### Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

#### Committee Membership

2.04 The Architectural Control Committee members shall be three (3) in number, and shall be composed of Frank M. Creighton, Curtis Reece, Jr., and Frances Reece, who by majority vote may designate a representative to act for them. At any time, after fifteen years from the date of this instrument, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee, or restore to it, any of its powers and duties.

244-01-1955

Replacement

2.05 In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Minimum Construction Standards

2.06 The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Term

2.07 The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said committee by this covenant shall cease and terminate; provided, that any time after January 1, 1998, by two-thirds (2/3) vote of the members present and voting, the Architectural Control Committee can continue to function.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the Lot, structure, premises, improvements, trees, hedges and plantings thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of any structure or other improvements erected thereon, to mow the grass thereon, to remove any debris therefrom, to trim or prune any trees, hedge

or plantings, to repair or paint any fence thereon, and to do any and all things necessary or desirable in the opinion of the Developer or the Architectural Control Committee to place such property in a neat and attractive condition consistent with the intention of this Declaration, all at the expense of the Owner. The person who is the owner of such property at the time such work is performed shall be personally obligated to reimburse the Architectural Control Committee or the Developer for the cost of such work within ten (10) days after it is performed, and if such amount is not paid within said period of time such owner shall be obligated thereafter to pay interest thereon at the rate of ten (10%) percent per annum, and to pay any attorney's fees and court costs incurred by the Committee or Developer in collecting said obligation, and all of same shall be secured by a lien on such owner's property, subject only to liens then existing thereon.

#### ARTICLE FOUR

#### USE RESTRICTIONS

##### Type of Buildings Permitted

4.01 All Lots shall be used for residential purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family home or mobile home and carport or garage. Such mobile homes may be removed from or added to a Lot only between the hours of 8:00 a.m. and 7:00 p.m.

##### Structural Requirements

4.02 Any home or mobile home maintained or placed on said Lots must meet the following minimum requirements:

- (a) have a ground floor area of not less than seven hundred twenty-five (725) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages;
- (b) be affixed to a foundation which meets county, state and Department of Commerce guidelines;
- (c) have its running gear (axle and wheels) and hitch removed;

(d) be skirted within sixty (60) days after set-up on any Lot, provided that the skirting must compliment the color and design of the home and must be approved by the Architectural Control Committee;

(e) have one and one-half bathrooms, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, and be connected to sewage outlets in conformity with state and local health requirements;

(f) be attached to utilities similar to that of conventional housing subject to further provisions below;

(g) have composition roof (cedar or shingle);

(h) have gutters and downspouts or overhang;

(i) have at least two (2) bedrooms; and

(j) exterior sides shall be of house type siding including but not limited to aluminum lap siding, treated wood or masonite.

#### Prohibited Residential Uses

4.03 No tent, shack, garage, barn or other outbuildings shall be at any time used as a residence, but may be used for the purposes of lawn storage or children's playhouses.

#### Setbacks

4.04 No mobile home or other structure shall be located on any Lot nearer to the front or back Lot lines than ten (10) feet or nearer to the side street lines than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

#### Resubdivision or Consolidation

4.05 None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing and maintaining improvements as permitted in Paragraphs 4.02 and 4.04 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front or rear Lot line of less than ten (10) feet, or side lot lines of less than

five (5) feet.

#### Easements

4.06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

#### General Exterior Requirements

4.07 The hanging of clothes to dry on any residential lot may be done only on one collapsible umbrella-type clothes line not visible from the street in front of the lot and, such clothes line must be collapsed or removed when not in use. No freezers, refrigerators, washers, dryers or other household appliances will be permitted on patios, carports, or on any portion of the Lot, except inside of the mobile home or inside an approved storage building. All television antennas must be approved by the Architectural Control Committee. Antennas for short wave radio, citizens band radio, etc., are specifically prohibited except for use by Declarant in a sales program. No person may cover the windows of their residence with metallic, paper, bedsheet, or other unconventional window covering, but must instead cover said windows with shutters, blinds, curtains, or drapes in keeping with the intent and aesthetic objectives of this Declaration.

#### Noxious or Offensive Activities Prohibited

4.08 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No pistols, firecrackers, rifles, guns or firearms of any type are to be discharged on or around the subject real property. No nuisance shall ever be erected, placed or suffered to remain upon

any property in the subdivision and no owner of, or resident on, any property in the subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other owner or resident.

#### Signs

4.09 No signs of any character shall be displayed or maintained on any Lot or inside a structure or home located on any Lot, in a manner that would make the same visible from the street in front of, or abutting, the Lot, except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the sale of residences within the subdivision shall have the right, during the sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such sale, including, but not limited to, signs, offices, storage areas, and model units.

#### Mailboxes and House Numbers

4.10 Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

#### Oil Development Prohibited

4.11 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

#### Sanitary Sewers

4.12 No open or pit toilets shall be permitted in this subdivision. No outside toilet facilities, portable or otherwise, shall be permanently maintained. No private water well or septic tank will be allowed on any Lot.



## Drainage

4.13 Ditches and culverts shall be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush or building materials, nor any other materials, may be stacked or piled in roads, ditches or on any commonly owned property. Neither bridges nor crosstie crossings across road ditches will be permitted.

## Rubbish, Trash and Garbage

4.14 Garbage, trash, or other refuse accumulated in this subdivision shall not be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of a type and size approved by the Architectural Control Committee. Garbage cans must be placed on wheeled container platforms and must be removed from the street on the same day as garbage is collected. All boxes must be flattened and newspapers secured so as to allow easy handling. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

## Animals

4.15 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other common household pets (not to exceed a total of two adult animals) may be kept by the owner or tenant of any Lot, provided that they are (a) not kept, bred, or maintained for any commercial purposes, and (b) restrained by leash or fenced yard. Owner of animals must remove any pet waste where deposited on other occupants' premises.

## Fences, Walls, Hedges and Utility Meters

4.16 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main

244-01-1961

residence on such Lot, except for decorative subdivision entry fences. Additionally, no fences shall be allowed unless the height, location and material thereof has been approved by the Architectural Control Committee.

#### Shrubs and Trees

4.17 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

#### Trucks, Buses and Trailers

4.18 No truck, bus, or trailer shall be left parked in the street in front of any Lot except for moving and repair equipment while a residence or residences are being moved on or off the premises or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on any portion of the Lot unless such portion of the Lot is screened from the street as approved by the Architectural Control Committee.

#### Speed Limit

4.19 The speed limit for automobiles, motorcycles, trucks and other motor vehicles is hereby established at twenty-five miles per hour (25 mph) upon all streets and alleyways located within CADDO VILLAGE SUBDIVISION.

#### Junk Yard and Inoperable Automobiles

4.20 No Lot, street, nor any portion of any Lot or street, within this subdivision shall be used to store vehicles which are not in serviceable and useable condition, or not bearing current license plates, nor to store junk, wrecked cars

or other similar materials, and no inoperable automobile or vehicle shall be parked on any Lot or street nor permitted to remain thereon. Violators shall be subject to all expenses and cost in the removal of any unsightly conditions occurring on any tract(s) or Lot(s). No repairing of motor vehicles shall be permitted on the Lots and no for sale signs may be placed upon any motor vehicles located on such Lots or parked on the street in front of such Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No construction machinery, dump trucks, tractors, mowers, blades, etc., may be parked on any Lot.

#### Children

4.21 All adults living within CADDO VILLAGE SUBDIVISION are responsible for the actions and conduct of their children or other children lawfully visiting their premises. No children will be allowed to play in the streets within CADDO VILLAGE SUBDIVISION nor to obstruct vehicular traffic with their persons, toys, or other belongings.

#### Prohibited Activities

4.22 No Lot in this subdivision shall be used for any purpose other than residential, and no business of any type, kind or character, nor any occupation for commercial gain or profit, shall be carried on therein. No portion of any Lot or tract may be used for a road or easement, public or private, unless approved by the Architectural Control Committee.

### ARTICLE FIVE

#### EASEMENTS

##### Reservation of Easements

5.01 All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume D at Page 182-A of the Map Records of Montgomery County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or

244-01-1363

alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

#### Electric System

5.02 An electric distribution system will be installed to serve all Lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electric Code) a service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the mobile home placed and maintained on the Lot. For so long as service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

### ARTICLE SIX

#### GENERAL PROVISIONS

##### Incorporation and Conveyance

6.01 The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein, and warranties of title contained therein, shall be subject to the terms and provisions of this Declaration. Conveyance of all Lots

in CADDG VILLAGE SUBDIVISION shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether so expressly stated or not, contained in a deed or deeds conveying said Lots.

#### Enforcement

6.02 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Severability

6.03 Invalidation of any one of these covenants, or restrictions by judgment or court order, shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Duration and Amendment

6.04 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first five years by the Declarant or by ninety (90%) percent of the Lot Owners. During the next fifteen (15) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners; during any succeeding ten (10) year period, the

244-01-1965

covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 14th day of December, 1983.

MCCR PARTNERSHIP

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in the Public Records of the State and of this County in the name of the grantor and was duly recorded in the official Public Records of Real Property of Montgomery County, Texas.

DEC 14 1983



ROY HARRIS  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

Frank M. Creighton  
Partner  
Curtis L. Reece, Jr.  
Partner

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 14th day of December, 1983, by Frank M. Creighton.

Susan Reichman  
Notary Public in and for  
the State of Texas  
Notary's name printed:  
Susan Reichman  
My commission expires: 11-14-87



THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 14th day of December, 1983, by Curtis L. Reece, Jr.

Susan Reichman  
Notary Public in and for  
the State of Texas  
Notary's name printed:  
Susan Reichman  
My commission expires: 11-14-87



1983 DEC 14 PM 2:11

ROY HARRIS  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS