

**COMPILED AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROWN OAKS, SECTIONS I-IV**

STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL BY THESE PRESENTS:

On March 11, 1999, CROWN OAKS, L.L.P., filed for record its "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I," under File Number 99018670, in the Real Property Records of Montgomery County, Texas. On July 2, 1999, CROWN OAKS, L.L.P., filed for record its "FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I," under File Number 99054156, in the Real Property Records of Montgomery County, Texas. On December 10, 1999, CROWN OAKS, L.L.P., filed for record its "SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I," under File Number 99105361, in the Real Property Records of Montgomery County, Texas. On June 11, 2001, CROWN OAKS, L.L.P., filed for record its "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION II," under File Number 2001049679, in the Real Property Records of Montgomery County, Texas. On May 29, 2002, CROWN OAKS, L.L.P., filed for record its "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION III," under File Number 2002053576, in the Real Property Records of Montgomery County, Texas. On March 13, 2003, CROWN OAKS, L.L.P., filed for record its "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION IV," under File Number 2003030483, in the Real Property Records of Montgomery County, Texas.

CROWN OAKS, L.L.P., hereinafter referred to as "Association," desires to again amend said "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I," "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION II," "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION III," and "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION IV," and hereby files this "COMPILED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION, FOR CROWN OAKS, SECTIONS I-IV" hereinafter referred to as "Amended Declaration."

In accordance with Section 9.02 of all original Declarations and amended Declarations, the original Declarations for all four Sections (I – IV) (all existing Sections) are amended, by written agreement of Owners (including the Association) entitled to cast not less than two-thirds (2/3rds)

of the votes of all of the Owners. Such written agreement, signed by not less than two-thirds (2/3rds) of the votes of all of the Owners, is attached to this Compiled Amended Declaration and filed herewith.

WITNESSETH:

WHEREAS, Association is the owner of that certain tract of land known as "CROWN OAKS, Section One," BEING 466.995 ACRES OF LAND IN THE MATTHEW CARTWRIGHT SURVEY, ABSTRACT 135, AND THE JOHN SEALY SURVEY, ABSTRACT 758, AS PER THE PLAT OF SAID SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS ON THE 31<sup>ST</sup> DAY OF MARCH, 1999, AFTER HAVING BEEN APPROVED AS PROVIDED BY LAW, AND BEING RECORDED IN CABINET L, SHEETS 181-184 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (hereinafter referred to as CROWN OAKS SUBDIVISION, SECTION I).

WHEREAS, Association is the owner of that certain tract of land known as "CROWN OAKS, Section TWO," BEING 302.820 ACRES OF LAND IN THE JACOB EBERLY SURVEY, A-19, THE WILLIAM P. CARTWRIGHT SURVEY, ABSTRACT 134, AND THE MATTHEW CARTWRIGHT SURVEY, ABSTRACT 135, AS PER THE PLAT OF SAID SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS ON THE 8<sup>TH</sup> DAY OF JUNE, 2001, AFTER HAVING BEEN APPROVED AS PROVIDED BY LAW, AND BEING RECORDED IN CABINET Q, SHEETS 39-40 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (hereinafter referred to as CROWN OAKS SUBDIVISION, SECTION II).

WHEREAS, Association is the owner of that certain tract of land known as "CROWN OAKS, Section THREE," BEING 365.803 ACRES OF LAND IN THE JACOB EBERLY SURVEY, A-19, THE WILLIAM P. CARTWRIGHT SURVEY, ABSTRACT 134, AND THE MATTHEW CARTWRIGHT SURVEY, ABSTRACT 135, AS PER THE PLAT OF SAID SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS ON THE 24<sup>TH</sup> DAY OF MAY, 2002, AFTER HAVING BEEN APPROVED AS PROVIDED BY LAW, AND BEING RECORDED IN CABINET S, SHEETS 30-35 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (hereinafter referred to as CROWN OAKS SUBDIVISION, SECTION III).

WHEREAS, Association is the owner of that certain tract of land known as "CROWN OAKS, Section FOUR," BEING 333.107 ACRES OF LAND IN THE MATTHEW CARTWRIGHT SURVEY, ABSTRACT 135, THE JOHN SEALY SURVEY, ABSTRACT 758, AND A REPLAT OF UNRESTRICTED RESERVES "K" AND "L", CROWN OAKS SECTION I, AS PER THE PLAT OF SAID SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS ON THE 18<sup>th</sup> DAY OF DECEMBER, 2002, AFTER HAVING BEEN APPROVED AS PROVIDED BY LAW, AND

BEING RECORDED IN CABINET T, SHEETS 51-55 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (hereinafter referred to as CROWN OAKS SUBDIVISION, SECTION IV).

WHEREAS, it is the desire of the Association 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 uniform plan for the development, improvement and sale of the Property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, the Association hereby adopts, establishes and imposes upon the Subdivision known as CROWN OAKS, Sections I – IV (all existing Sections), 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 any area not included in the boundaries of said Plat. These "COMPILED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTIONS I-IV" shall replace all previously filed "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" for all sections of CROWN OAKS, including CROWN OAKS SECTION I, CROWN OAKS SECTION II, CROWN OAKS SECTION III, and CROWN OAKS SECTION IV. The Association also declares that this Subdivision shall be solely subject to the jurisdiction of the "Association" (as hereinafter defined).

## ARTICLE I

### DEFINITIONS

Section 1.01 "Association" shall mean and refer to CROWN OAKS Property Owners Association, and its successors and assigns.

Section 1.02 "CROWN OAKS" shall mean and refer to this Subdivision and any other sections of CROWN OAKS hereafter made subject to the jurisdiction of the Association.

Section 1.03 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.04 "Builders" shall mean and refer to persons or entities that purchase lots and build speculative or custom homes thereon for third party purchasers.

Section 1.05 "Common Areas" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to roads,

parks, open spaces, lakes, dams, greenbelt areas and other facilities and areas designated on the Plat within the Common Areas to which the Owners may hereafter become entitled to use. All Reserves within the subdivision are for specific purposes as designated in Section II.

Section 1.06 “Contractor” shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling, outbuilding, or any improvement, including alterations of existing buildings or improvements, on such Owner’s lot.

Section 1.07 “Future Acquired Property” 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 other Sections of CROWN OAKS subdivision, if any, the Association may plat and any property adjacent to or in the proximity of the Property that the Association may wish to include in the jurisdiction of the Association.

Section 1.08 “Lot” shall mean and refer to any plot of land identified as a lot or tract on the plat of the Subdivision. For purposes of this instrument, “lot” shall not be deemed to include any portion of any “Common Areas,” “Reserves,” “Restricted Reserves,” “Multi-purpose Reserves,” or “Unrestricted Reserves,” (defined herein as any Common Areas, Reserves, Restricted Reserves, Multi-purpose Reserves, or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.10 “Member” shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot that is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) the Association (except as otherwise provided herein), and (iii) Builders.

Section 1.12 “Property” shall mean and refer to any and all lots that are a part of the Subdivision, including any “Common Areas,” “Reserves,” “Restricted Reserves,” “Multi-purpose Reserves,” or “Unrestricted Reserves”.

## 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 and reservations created herein or shown on the 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 the Association, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. The Association 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, Internet and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Association sees fit to install in, across and/or under the Property. The Association further expressly reserves the right to enter upon any lot for the purpose of improving, constructing or maintaining any natural or manmade drainage pattern, area or easement. All utility and drainage easements in the Subdivision may be used by the Association for the construction of drainage swales or detention ponds in order to provide for improved surface drainage of the Reserves, Common Areas and/or lots. (a) The record owner of any detention pond Reserve shall, subject to applicable utility easements, have the exclusive use and enjoyment of such pond and may enhance the appearance thereof with appropriate vegetation and structures. No owner shall place any fill dirt or other material including improvements or temporary objects in any drainage easement that would impede or modify water flow or water collection without approval of the Architectural Control Committee. Any record owner of any detention pond Reserve may increase the depth, volume or capacity of said drainage easement with approval of the Architectural Control Committee. Such improvements must be in conformity with the Architectural Control Committee requirements/restrictions and the City of Conroe or other authorized governmental agency laws and regulations. The record owner of any detention pond Reserve shall maintain and repair the dams, berms, and swales forming such pond provided, however, the Association shall ultimately be responsible for the maintenance and repair of such dams, berms, and swales. In the event of the failure of Owner to maintain and repair the dams, berms, and swales, the Association, after 10 days written notice, may enter upon said lot(s) so as to maintain and/or repair the dams, berms, and swales and may charge Owner(s) of such lot(s) for the cost of such work and associated materials plus a ten (10%) percent fee. (b) With respect to Article VI, Section 6.03, as it relates to detention facility repair and maintenance, these covenants hereby authorize, but do not obligate, the City of Conroe or other authorized governmental agency to exercise such maintenance and assessment power in place of the Association and to secure the assessed costs with a lien against the subdivision lots. (c) Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms of these Covenants. 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 the Association 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 personal property of the Owner directly located 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 the Association 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, Internet 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 that 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 Association may convey title to said easements to the public, a public utility company or a private owner as it sees fit.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and/or by separate recorded easements documents.

(b) No building shall be located over, under, upon or across any portion of any utility or drainage easement. The Owner of each lot shall have the right to construct, keep and maintain driveways, fences (except where otherwise prohibited by these restrictions), 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 driveway, 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 of each lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the driveways, fences and similar improvements that cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Association, Utility District or any public or private utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Use of Public Access Easements by Owners. A Public Access Easement shall be delineated along the initial ten (10) feet of any lot immediately adjacent to any road or street. These Public Access Easements may be used by all the Owners, their families, guests and invitees for the purpose of pedestrian walking or jogging and for riding horses or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, golf cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements. The ten-foot (10) portion of each lot immediately adjacent to any street or road, to

include the drainage ditch, shall be mowed and maintained by the Association. Any portion of each lot to the inside of the drainage ditch and/or ten-foot Public Access easement, unless otherwise specified herein, shall be maintained by the lot Owner.

Section 2.06 Drill Sites (Mineral Reservation Easements) and Related (Multipurpose) Easements. The areas designated as Drill Sites (Mineral Reservation Easements) and Related (Multipurpose) Easements thereto on the Plat are the designated drill or excavation sites and related easement locations, until such time as the mineral owners desire to use said area for a drill or excavation site or easement for the exploration and/or development of oil, gas or other minerals. The use of these Drill Sites (Mineral Reservation Easements) and Related (Multipurpose) Easements are specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals.

Section 2.07 Roads and Streets. The roads and streets in this Subdivision, as shown on the Plat, are private and are for the sole use of the owners, their families, guests and invitees. The roads and streets 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, Internet and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Association sees fit to install (or permit to be installed) on, across and/or under the Property. The roads will be maintained by the Association as provided for in Article VI, Section 6.06, and a lien for payment of assessed costs of maintenance is provided for in Article VI, Section 6.03. Upon a 2/3<sup>rd</sup> majority vote of the lot owners, the Association may offer the streets for public dedication to the appropriate governmental agency, however the governmental authority is under no obligation to accept the streets for public dedication.

Section 2.08 Restricted Reserve A. The area designated as Restricted Reserve A on the plat shall be used as a drainage easement and/or greenbelt area.

Section 2.09 Restricted Reserve B (Section II). The area designated as Restricted Reserve B, Section II, on the plat shall be used as an irrigation well site for the primary purposes of adding water to the lakes in Crown Oaks, a source of water during the construction/maintenance of roads, and for watering the green areas within the Common Areas of the development (ditches, parks, nature trails, etc).

Section 2.10 Restricted Reserve B (Section III). The area designated as Restricted Reserve B, Section III, on the plat shall be used as park for the use of all Crown Oaks property owners and their guests.

Section 2.11 Restricted Reserve C. The area designated as Restricted Reserve C on the plat shall be used as a lake. Other than the park (Restricted Reserve B - Section III) and the dam, the use of all other water frontage shall be reserved strictly for those lots bordering the lake immediately in front of their property. In the event the water level of the lake were to drop below its normal level, the use of the exposed lake bed shall still be restricted to those individual lots

bordering the exposed areas in front of their property.

Section 2.12 Restricted Reserve F. The area designated as Restricted Reserve F on the Plat shall be used as a site for water wells and plant to serve the Subdivision. There is dedicated a sanitary control easement of one hundred fifty (150) feet around each well location as set forth on the Plat.

Section 2.13 Reserves A and B. The areas designated as Reserves A and B on the Plat shall be for the placement and maintenance of the entrance to Crown Oaks including, but not limited to, landscaping, gates, walls and fences.

Section 2.14 Reserve C. The area designated as Reserve C on the Plat shall be used as a detention pond and green area with access to Reserve C limited to those lots bordering Reserve C. Maintenance of Reserve C is the responsibility of the Property Owners Association.

Section 2.15 Reserves D, E, and J. The areas designated as Reserves D, E, and J on the Plat shall be used as detention ponds and may be sold to an adjoining lot owner subject to the maintenance requirements as specified in Section 2.02. No structures, other than a perimeter fence may be placed on these Reserves. Any fencing must conform to the restrictions on fencing as specified in Section 3.09.

Section 2.16 Reserve H. The area designated as Reserve H on the Plat is to be a park for the common use of all lot owners in Crown Oaks.

Section 2.17 Reserves K and L. The areas designated as Reserves K and L on the Plat are unrestricted, with the primary intended purpose being for access into future sections of Crown Oaks. However, the Association may, at the Association's discretion, sell the reserves to adjoining lot owners.

### ARTICLE III

#### USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any lot or Composite Building Site other than one main dwelling unit per each lot to be used solely for residential purposes except that a secondary dwelling unit may be built for use of guests, invitees, or relatives of residents, provided said 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 Control Committee prior to construction. (a) All dwelling units, detached garages, storage buildings, workshops, sporting facilities, greenhouses, barns, and any other structures must be approved in writing by the Architectural Control Committee prior to being erected, significantly altered, added to, or placed on the property, as set forth in Article IV. (b) No secondary dwelling may be utilized as a long or short-term rental and no main dwelling may be rented for a period of less than six (6) consecutive months. All such allowable rentals shall be reported to the Association within one month after commencement of the rental using the



designated form prescribed by the Association. (c) Detached garages, storage buildings, workshops, sporting facilities, greenhouses, barns, and any other structures approved by the Architectural Control Committee may be constructed on the property, so long as they are of good construction, kept in good repair, and are not used for residential purposes, provided however, the construction of the main dwelling must have been completed or under construction. (d) The term “dwelling” does not include prefab, modular, manufactured or mobile homes, or any old or used houses to be moved on the lot and said manufactured or mobile and used homes are not permitted within the Subdivision. All main dwellings must have at least 2000 square feet of interior living area, excluding porches, and be built with new construction materials. If a dwelling is two (2) or more stories in height the square footage of the ground floor must be a minimum of 1200 square feet. Residences, garages and carports shall be of minimally seventy-five percent (75%) masonry construction or equivalent on its exterior wall area (Stucco and fiber cement planks (i.e. Hardieplank) shall be considered masonry). Where fiber cement (i.e. Hardieplank) is to be used on the front and sides of main dwelling there must be a minimum of forty (40) percent brick, stone or stucco on those sides. Any wood siding must be located on the rear of dwelling, out of view from the street. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within nine (9) months from the setting of forms for the foundation of said building or structure, unless otherwise approved/extended by the Architectural Control Committee. The roof of any dwelling shall be constructed of either composition shingles, copper, tile, slate, solar panel equivalents of shingles/tiles, standing seam metal or other material approved by the Architectural Control Committee prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling other than as flashing is prohibited unless otherwise provided herein or approved by the Architectural Control Committee. (e) As used herein, the term “residential purposes” shall be construed to prohibit mobile homes or trailers being placed on said lots, or the use of said lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Commercial items or property may be stored on a lot as long as said items are stored within a building and are not visible from any street or neighboring property. Hazardous commercial items or property, or items that have strong or offensive odors or otherwise violate restrictions or regulations are prohibited. (f) An Owner, however, may maintain an office in a dwelling or other building for nonresidential purposes with no advertising signs, however such activity may not require or permit anyone other than family members to regularly enter the property, or require the storage of any supplies, property or material in or around the lot visible from the street, or create a public or private nuisance.

Section 3.02 Building Site. Any Owner of adjoining lots (or portions thereof) may, with prior written approval of the Architectural Control 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 setback lines shall be measured from the resulting side property lines rather than from the center adjacent lot lines as indicated on the Plat. Any such composite building

site must have a frontage at the building setback line of not less than the minimum frontage of all lots in the same block. A combination of up to three (3) adjoining lots (or portions thereof), by one owner, shall be considered one lot for purposes of the Maintenance Charge set forth in Article VI hereof. Provided, however, should said Owner or succeeding purchaser of the lot(s) subsequently elect to sell any of the lots or portions thereof, said lot(s) shall be subject to payment of all prior year Maintenance charges (irrespective of ownership) that were not collected as a result of combining said lots, before conveyance of said lot(s) to a new Owner. Maintenance Charges owed will be calculated from the point of initial combining of the lots for consideration as a single lot, not when Owner purchased the lot(s). In such case, the lot(s) so sold and the lot(s) remaining, either singularly or as a new composite building site, must conform to side setback lines as defined in Article 3.03(iii). An owner of over three (3) lots will have to pay maintenance fee for all lots in excess of three (3), whether adjoining or not.

Owners may convey portions of their lot to Owners of adjoining lots so long as the portions conveyed, adjoin and parallel the full distance of an existing lot line, any remaining lot is not less than one and a half (1 ½ ) acres in size and the total number of lots remains the same.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any lot nearer to any side or rear property line, or nearer to any road or nearer to the natural creek or waterway than as may be indicated on the Plat or these restrictions; provided, however, as to any lot, the Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver, variance, or alteration is necessary to permit effective utilization of a lot. Any such waiver or alteration must be in writing and maintained in the Association's permanent records. The main residential structure on any lot shall face the front of the lot towards the street or road and all other structures or buildings shall be located behind the main residential structure, unless the Architectural Control Committee approves a deviation in writing. Where a lot fronts two (2) streets, the front shall be deemed to be the side with the least amount of street frontage.

The minimum dimensions of any lot and the building setback lines shall be as follows provided (any conflict with the building setback lines set forth on the Plat shall be controlled by the Plat):

- i) The building setback line along all street frontage of each lot shall be one hundred (100) feet unless designated otherwise on the Plat.
- ii) Barns must be setback a minimum of two hundred (200) feet from any front street and a minimum of one hundred (100) feet from any side street. Where these setbacks would preclude construction of a barn or preclude effective utilization of a lot, the Architectural Control Committee may give a variance, provided, however, in no case may the barn be closer to a front street than one hundred-fifty (150) feet and a side street of one hundred (100) feet or violate other build lines and easements.

- iii) Except as specified on the Plat, the building setback line along the side and rear of each lot shall be twenty (20) feet.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the lot make it impractical to use such foundations for any portion of the foundation of the building improvements constructed on the lot. A certified structural engineer must engineer the main dwelling foundation and the plans must have this engineer's seal of approval prior to construction.

Section 3.05 Driveways. All driveways, including any secondary driveways connected to any street in the Subdivision, shall be approved by the Architectural Control Committee prior to construction and shall be constructed of concrete, asphalt, brick, paving stone (not loose rock, gravel, or dirt), or other materials approved by the Architectural Control Committee. All driveways passing over a drainage easement or existing drainage ditch shall be constructed with a culvert, no less than 18 inches in diameter and not restrict the flow of water, as described in Section 3.16. All driveways to the main dwelling shall be completed within three (3) months of the completion date of the main dwelling. Driveway widths to the main dwelling shall be minimum of ten (10) feet. For these purposes, the completion date of the main dwelling shall be the date the Owner begins to occupy said dwelling. Lots without a dwelling are exempt from this requirement until such time as construction is commenced, unless they are consolidated for assessment purposes as defined in Section 3.03. Secondary driveways or aprons, whether on a singular lot or consolidated lots, shall also be constructed of concrete, asphalt, brick, paving stone (not loose rock, gravel, or dirt), or other materials approved by the Architectural Control Committee. Such paving shall minimally extend to the fence or if no fence exists, then to the property line. Secondary driveways or aprons shall be completed within three (3) months of the approval date by the Architectural Control Committee. No lot may be used to access property outside the boundaries of Crown Oaks Subdivision, except that the Association, in expanding the boundaries of the subdivision, may use an existing lot as access, if necessary and may, in its sole discretion, grant access to adjacent property or properties, through an unsold lot or a sold lot (with approval of owner of said sold lot) for the purpose of allowing adjacent property owner either temporary or permanent access. Access to an adjacent property owner shall be in writing and the Association may restrict said access in whatever manner the Association deems appropriate.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, either temporarily or permanently. Temporary structures shall not require approval by the Architectural Control Committee unless they are in conflict with any other restriction of these Covenants.

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 governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Association for use in watering common areas and filling of lakes or ponds in said common areas.

Section 3.08 Sanitary Sewers. No outside, open or pit type toilets are permitted in this Subdivision. Prior to occupancy, all dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency. Further, during the period of construction of any main dwelling in the Subdivision, the Owner or Owner's contractor must provide a portable toilet.

Section 3.09 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the utility easement boundary line across the front of said lot. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Unless otherwise approved by the Architectural Control Committee, fences installed within one hundred (100) feet of the front lot line or along and adjacent to any road or street must be constructed of three (3) or four (4) rail white or black vinyl, masonry columns with wrought iron separations, or wrought iron. All other fences may be constructed of vinyl, wrought iron, wood, or wire, provided, however, no barbed wire or chain-link fences shall be allowed. No privacy fences (i.e. solid wood, vinyl or masonry) shall be allowed any closer to the front street than the front of the dwelling on any lot unless otherwise approved by the Architectural Control Committee. Fences may be constructed on waterfront lots, however they must be built so as to not completely obstruct the view of the water from an adjoining lot, as determined by the Architectural Control Committee.

Section 3.10 Prohibition of Offensive Activities. Without expanding the permitted use of the lots, no activity, whether for profit or not, shall be conducted on any lot that 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 lot that may be or become an annoyance or a nuisance to the Subdivision or Owners. This restriction is waived with respect to the customary sales activities required to sell lots and/or homes in the Subdivision. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance and may promulgate rules to delineate such offensive activities.

Section 3.11 Garbage and Trash Disposal. Garbage and trash or other refuse, including construction materials or felled trees/vegetation, accumulated in this Subdivision shall not be permitted to be dumped at any place upon any lot 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 or landfill. Trash, garbage, or other similar wastes shall not be allowed to accumulate, shall be kept in sanitary closed containers and shall be disposed of regularly. All construction materials and felled trees or cleared vegetation shall also not be allowed to accumulate to significant levels and must be removed within 6 weeks of the date said materials were created, unless weather or

other circumstances would preclude such removal. Construction materials shall be kept in sanitary containers and shall be disposed of regularly and not allowed to disperse to any area outside of the lot under construction. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The Property Owners Association shall hire a trash contractor for the Subdivision and Owners with dwellings in the Subdivision will pay all trash removal service fees to the trash contractor. The fees will be established by the trash contractor and must be approved by the Property Owners Association.

Section 3.12 Junked Motor Vehicles, Etc. Prohibited. No lot shall be used as a depository for abandoned or junked motor vehicles, etc. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker (when required) and license plate. No vehicle of any type shall be maintained in a state of repair for more than seven (7) days, unless it is kept in a closed garage or other structure, out of the view from the street and neighboring lots. 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, RVs, 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 3.13 Signs. No signs, advertisement, billboard, flags, or advertising structure of any kind, other than those signs erected by the Association in the marketing of the lots within the subdivision, may be erected or maintained on any lot without the consent in writing of the Architectural Control Committee, except (i) one (1) professionally made sign not more than seven hundred sixty-eight (768) square inches, advertising an Owner's residence for sale or rent, may be placed on such improved lot, (ii) one (1) sign not more than seven hundred sixty-eight (768) square inches advertising the builder of the Owner's residence may be placed on such lot during the construction period of such residence from the forming of the foundation until completion not to exceed a twelve (12) month period, (iii) one (1) sign advertising a home being sold by a builder until the home is sold and transferred into the name of the new Owner, (iv) reasonable signs for expression of holiday and festivity sentiments, no more than 60 days prior to the event/holiday and no longer than 30 days after said event/holiday. The Association or any member of the ACC shall have the right to remove any such sign, advertisement, billboard, flags, or structure that 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.

Political signs or flags may be installed on any lot, in compliance with the State's political signage allowances defined in Texas Election Code Sec. 259.002. Political signs or flags advertising a candidate or measure for an election must be ground mounted, may not exceed four (4) feet by six (6) feet in size, may not contain language, graphics, or any display that would be offensive to the ordinary person, must be located entirely on Owner's property, and are prohibited from being displayed before the 90th day before the date of the election to which the sign relates; or after the 10th day after that election date. Property owners are limited to the display of one sign/flag for

each candidate or measure.

Section 3.14 Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision except that dogs, cats or other common household pets, FFA or 4-H animals, and one (1) horse per acre may be kept on all lots in the Subdivision, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than two (2) animals being raised for FFA or 4-H school sponsored programs will be permitted on lots in the Subdivision. No pigs, hogs, goats, chickens, peacocks, ostriches, emus or large reptiles will be permitted under any circumstances including FFA or 4-H and school-sponsored programs. All animals' cages, pens, stalls, or containment areas shall be behind the main dwelling structure and not visible from the street. No dogs shall be allowed to run loose in the Subdivision and shall remain leashed at all times outside of an Owner's property. All dogs shall be current on their rabies vaccinations, in compliance with Texas Health and Safety Code Title 10 Chapter 826 Subchapter A.

Section 3.15 Mineral Development. Except within the areas designated as Drill Site locations 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 lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any 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 lot.

Section 3.16 Drainage. Any natural or established drainage patterns of streets, lots or roadway ditches will not be impaired by any person or persons and the Association may enter upon any lot to maintain such drainage areas. Driveway culverts must be installed over any existing drainage ditches prior to beginning construction of any building or dwelling on the lot and must be minimally eighteen (18) inches in diameter to afford proper drainage of ditches without backing water up into the ditch or diverting flow. All culverts shall be sloped end culverts or have headers constructed of brick, stone or concrete. Exceptions to this may be allowed only with the prior written consent of the Architectural Control Committee. **Maintaining culverts and the area within three (3) feet of the opening of each end of the culvert free of vegetation, soil buildup, and other blockages for efficient water flow is the responsibility of the property Owner and at the Owner's sole cost and expense. The Association is responsible for the maintenance of culverts located on common areas and Association managed property.**

Section 3.17 Lot Maintenance. All lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and from the date any lot is underbrushed or cleared, the Owner or occupant of said lot shall keep all weeds and grass thereon (outside of natural vegetation areas or preserves) cut and neatly maintained in accordance with Association standards (equivalent to the requirements of the Association's maintenance standards for Common Areas). In no event may any lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of improvements 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, other than small quantities of natural vegetation incident to lot maintenance under conditions of applicable local law, subject to local authority burn restrictions. The burning of underbrush and trees during lot clearing shall be permitted under conditions of applicable law. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, to conceal them from view from 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 (outside of the natural vegetation areas or preserves).
- c. Tree and shrub pruning (outside of the natural vegetation areas or preserves).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair and clear of debris.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements, including repainting or cleaning of property fencing.
- i. Repair of exterior damage to improvements, including fencing and other acceptable improvements.

In the event of the failure of Owner to comply with the above requirements after thirty (30) days written notice, 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 Amended 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 fine designated by separate fine policy. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.18 Exterior Maintenance of Buildings and Improvements. In the event the owner of any building or improvement in the Subdivision should allow such building or improvement 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 standards, the Association will give such Owner written notice of such condition. Thirty (30) 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 in addition to any and all remedies, either at law or in equity, available

for the enforcement of these Restrictions, may at its sole discretion enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be an additional Maintenance Charge and be payable on the first day of the next calendar month.

Section 3.19 Miscellaneous Use Restrictions. Without limiting the foregoing, the following restrictions shall apply to all lots:

- i. No boat, personal watercraft, aircraft, travel trailer, RV, motor home, camper body or similar vehicle or equipment may be parked for long-term storage (exceeding forty-eight (48) hours) in the front of any dwelling, including any driveway, or parked at any time on any street in the Subdivision. Any such vehicle or equipment may be parked for long-term storage no closer to the street than the back of the building or dwelling located on the lot nearest to the street. All boats or personal watercraft parked or stored on any lot must be stored on a trailer at all times. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a dwelling in the Subdivision. No such vehicle or equipment shall be used as a residence either temporarily or permanently, unless approved by the Association prior to its usage.
- ii. No vehicle of any kind shall be permitted to park overnight on any street within the Subdivision except for those vehicles used by a builder during the construction of dwellings or improvements on lots or Common Areas in the Subdivision.
- iii. No vehicle of any size that transports inflammatory or explosive cargo may be kept in the Subdivision at any time. Vehicles transporting such cargo may provide services to any lot, as long as the vehicle is removed from the Subdivision by the end of the day and does not remain overnight.
- iv. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles and pickup trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.20 Hazardous Substances. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. No Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the subdivision or any lot therein, and all activities on the lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance that, 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 that 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.

Section 3.21 Electric Utility Service. Each lot owner, at his expense, shall be required to install underground electric service lines from the transformer or source of feed to the meter location. Further, each lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact the utility company serving the subdivision to determine such charge and make arrangements for the installation of said underground 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. The Association will be responsible for all fees, including maintenance, for street lighting.

Section 3.22 Mailboxes. Mailboxes shall be made of brick, stone or stucco and must be approved by the Architectural Control Committee prior to installation.

Section 3.23 Satellite Dishes and Antennae. A satellite dish may not exceed thirty-six (36) inches in diameter and must be mounted so it is not visible from the street. All dishes shall be of one solid color of black or earth tones of brown, gray, or tan.

Section 3.24 Lakes

A. The lakes within the subdivision that have public access by means of a park (i.e. Reserve “H”) are to be used only by the property owners of Crown Oaks and their invited guests in the presence of the Owner. Any lake/pond within the subdivision not provided with access by means of a park are solely for the use of the property owners that have lots bordering said lake/pond.

B. Boats may be placed in the lakes for fishing and other recreational purposes. These boats may not employ any engine or motor other than a low speed (maximum 5 mph) electric motor powered by batteries (i.e. trolling motors).

C. Canoes, sailboats, paddleboats, rowboats and other similar type craft are permissible. Motorized personal watercraft and other similar type craft are not allowed.

D. All fishing must be done in compliance with P.O.A. rules and regulations as promulgated from time to time.

E. Anyone throwing trash or waste into the lake or otherwise violating rules may be denied use of the lake.

F. Boat docks or piers may be installed on the lakeshores and must be approved by the Architectural Control Committee. Such structures may not be over twenty (20) feet in length along the shoreline and may not extend into the lake more than twenty (20) from the shore.

G. No materials treated with creosote or other toxic materials are allowed in or on the lake.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL 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 lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Control Committee (“ACC”) 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 Control Committee for new home construction shall be accompanied by a set of Plans and Specifications (electronic versions preferred) for all proposed construction, including: 1) a professionally drawn site plan showing property and building lines, distances from easements and property lines, and the location and dimensions of all structures including flatwork/foundations, driveways and sidewalks on the lot. 2) Floor plans including square footage 3) Elevations of all sides of the exterior structure depicting a minimum of 40% of brick, stone or stucco on the front and on each side (excluding the rear). A certified structural engineer must engineer the main dwelling foundation and the plans must have this engineer’s seal of approval prior to construction.

(c) Each application made to the ACC for improvements other than a home shall be accompanied by: 1) a set of Plans and Specification for proposed improvements (electronic versions preferred), including: a professionally drawn site plan/plat map showing property and

building lines, distances from easements and property lines, existing structures and the location and dimensions of all new proposed structures. Temporary improvements do not require ACC approval but must still remain in compliance with community Deed Restrictions. 2) The footprint or floor plan with all dimensions. 3) Elevations/drawings/photos of all sides of the exterior structure. 4) For swimming pools, only the site plan and pool drawing/mockup is required. 5) For fencing, only the site plan and a picture or photo of the proposed fence and type of material. Demarcation must be shown for the type of fencing (picket, privacy, etc.) to be used in all locations. 6) For wells and similar additions, only the type and specific location of the placement, including distances from easements and property lines, is required. 7) For changes to existing improvements (paint color, shingles, etc), only a description of the work to be completed, along with a sample of the proposed materials that will be utilized, is required. Photos, electronic color swatches or numerical/descriptive designation of the specific color tone are acceptable.

(d) No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans specifications will result in a properly designed structure or satisfy any legal requirements. The Association shall be entitled to impose reasonable fines for violations of the restrictions or any rules and regulations adopted by the Association or the ACC pursuant to any authority conferred by either of them by these restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs shall be added to the Owner's assessment account.

(e) No member of the Architectural Control Committee, the Association Board of Directors, their successors or assigns, or the Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the ACC.

(f) If Crown Oaks POA Maintenance Fees/Dues have not been paid up to the date of submission, the application will not be accepted.

(g) All designations on drawings/plat maps shall be legible, clear, and unambiguous. Items not showing adequately clear designations will be returned to Applicant(s) for clarification and/or resubmission.

(h) Any variance request must be conspicuously noted in the application. Only variances formally approved by the ACC will be granted and any encroachment on easements or violation of restrictions/covenants that is not approved by the ACC will nullify the entirety of the Application and/or the ACC's approval. A detailed justification for the variance should also be included with the request in order to provide context to the ACC in making its decision.

#### Section 4.02 Architectural Control Committee.

(i) The authority to grant or withhold architectural control approval as referred to above is vested in the Association through the election of the Architectural Control Committee of the Association (sometimes herein referred to as the "ACC"). The term "ACC", as used in this

Amended Declaration, shall mean or refer to the Association or to Crown Oaks Architectural Control Committee composed of members of the Association, as applicable.

(j) The Board of Directors of the Association shall elect a committee of up to three (3) members to be known as Crown Oaks Architectural Control Committee. Each member of the ACC must be an Owner of property in some section of Crown Oaks. Architectural Control Committee do not need to be members of the Board of Directors of the Association.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Amended Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Association or the ACC) fails to approve, request clarification or additional information, or disapprove in writing any plans and specifications and plots received by it in compliance with the preceding provisions within thirty (30) days following the formally notated date of an application's receipt of such submission (assuming all POA fees are paid and a complete application with all requirements is submitted), 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 with in 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 Architectural Control Committee approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC 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. Architectural Control Committee 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 the submitted plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions of the provisions of this Amended Declaration. Further, no person exercising any prerogative of approval or disapproval shall incur any liability due to the good faith exercise of that prerogative.

Section 4.05 Minimum Construction Standards. The Association or the ACC 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 Association or ACC shall not be bound thereby.

Section 4.06 Variance. The Association or the ACC, as the case may be, may authorize variances from compliance the relevant provisions of this Amended Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Association or the ACC, when circumstances such as topography, natural obstructions, lot configuration, lot size, hardship, aesthetic or environmental or other considerations may justify a variance. The Association and the ACC reserve the right to grant variances as to building setback lines, fences, and other restrictions designated in the provisions of this Amended Declaration,

unless otherwise explicitly exempted. Such variances must be evidenced in writing and shall become effective when signed by the Association or by the ACC. All variances will be recorded and maintained by the Association or its assigns. Any granted variances will continue with the property even upon the transfer of ownership of the lot and shall pass with the title. If the variance conferred in the application was dependent upon the consolidation of adjoining lots or other specific circumstances dependent upon the lot configuration or topography, the variance will be automatically terminated if the underlying conditions of that variance are materially altered or discontinued. If any such variances are granted, no violation of the provisions of this Amended 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 Amended Declaration for any purpose except as to the particular property and specific provisions 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.

## ARTICLE V

### CROWN OAKS PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is a record owner of any lot that is subject to the Maintenance Charge at the time of determination 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). Ownership of a lot 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. A non-profit corporation has been 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 and type of guests of Owners;

(b) the right of the Association to make rules and regulations regarding use of any Common Area and to levy fines to Owners if said rules and regulations are violated by said Owners or their guests;

(c) the right of the Association, in accordance with its Articles and Bylaws to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities and (ii) mortgage said property. The rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to suspend a 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 their lot(s) remains unpaid;

(e) the right of the Association to suspend a Member's and Related Users' right to use any recreational facilities within any Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Amended Declaration or any "Rules and Regulations," defined in Article VIII hereof, 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 each infraction or violation; and,

(f) the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to the provisions of this Amended Declaration.

Section 5.05 Delegation of Use. Any member may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Areas and facilities to the Member's immediate family living in the Member's residence, and their contract purchasers and other guests that permanently 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, in advance, an annual maintenance charge on or before January 1st of each year, (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, including reasonable attorneys' fees, 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," that shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each lot (or consolidated lots as described by Section 3.02) to the Association annually, in advance, on or before the first day of the first month of each calendar year, or on such other basis (monthly, quarterly or semi-annually) as the Association or the Board of Directors of the Association may designate in its sole discretion. Up to three (3) adjoining lots owned by one (1) Owner pursuant to Section 3.02 may be considered one lot for the Maintenance Charge purposes.

(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 the Association or the Board of Directors of the Association within the two (2) months 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 Association or the Board of Directors of the Association, subject to the provision hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Amended Declaration shall not apply to the lots owned by the Association. The Association reserves the right at all times in its own judgment and discretion to exempt any lot ("Exempt Lot") in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 of this Amended Declaration. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Association shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge on any or all properties from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

**Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, fines, and other charges and assessments hereby levied, a vendor's lien for**

the benefit of the Association shall be and is hereby reserved, which lien shall be enforceable through appropriate judicial and nonjudicial 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 nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any succeeding statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial 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 the Vice-President of the Association. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a 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 a tenant at sufferance and may be removed from possession by all lawful means, including a judgment for possession in an action of forcible retainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or 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 nonjudicial 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 Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may amend the nonjudicial sales procedures 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, fines, or other charges or assessments levied hereunder, the Association may provide a notice of lien against the lot of the delinquent Owner by recording a notice (“Notice of Lien”) setting forth (i) the amount of the claim of delinquency, (ii) the interest and costs of collection, including reasonable attorney’s fees, that have accrued (iii) the legal description and street address of the lot against which the lien is claimed and (iv) the name of the Owner of record. 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 all due amounts are secured 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 that 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 the Association, 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. Each 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 that accrued prior to the time such holder acquires title to the 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. 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 above, 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. 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 or constitute the breach of any obligation by the Association.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the Owners of the Subdivision and other properties that 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 VIII, including the maintenance of the common areas,

roads or drainage easements, and the establishment and maintenance of a reserve fund for maintenance of the common areas, roads and drainage easements. The Maintenance Fund may be expended by the Association for any purposes that, in the judgment of 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, management, 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 Amended 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 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 Amended Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (i) all properties dedicated to and accepted by a local public authority; (ii) all Common Areas; and (iii) all properties owned by the Association or a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas. No land or improvements devoted to residential 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 shall be performed by the Association and shall be maintained in separate special accounts for these funds, including a separate reserve account, and Owners shall be provided at least annually, information on the Maintenance Fund as provided in Section 8.07 below.

## ARTICLE VII

## ARTICLE VIII

### DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been or will be 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 additional areas acquired by the Association that becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into 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 Amended Declaration.

Section 8.02 Duty to Manage and Care for 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 post (manned or unmanned) or security gate system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the drainage easements that it is obligated to maintain; mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Common Areas including all lakes, dams, parks, entrances, and Reserve Areas designated as Common Areas or specifically described herein as areas requiring maintenance by the Association.

Section 8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, 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 8.04 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a separate reserve fund for the maintenance of all Common Areas and roads. **A formal Reserve Study performed by an independent third party with expertise in conducting such studies for associations shall be conducted or updated by the Association every three (3) years.**

Section 8.05 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges, fines, and assessments as elsewhere provided in this Amended Declaration.

Section 8.06 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Electronic copies of the review shall be made available free of charge to all Members, either published publicly or provided upon request.

Section 8.07 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the ACC as elsewhere provided in Article IV of this section.

Section 8.08 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 without the consent of the Owners or any other party.

Section 8.09 Power to Adopt Rules and Regulations. The Association may adopt, promulgate, 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 Amended Declaration, the operation of the Association, the use and enjoyment of any Common Area, and the use of any other property, facilities or

improvements owned or operated by the Association.

Section 8.10 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 Amended Declaration and any promulgated 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 Amended Declaration and of Rules and Regulations promulgated by 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, for the purpose of enforcement of this Amended Declaration or any promulgated 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 Amended 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 any Common Area during and for up to sixty (60) days following any breach of this Amended Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of a Member's right to use amenities during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Amended Declaration or any promulgated 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 Amended Declaration or such Rules and Regulations by such Member or a Related User which assessment shall 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 any promulgated Rules and Regulations of the Association, from any Member or Related User for breach of Amended 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, if any, to such violating Members, plus attorneys' 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 requested. If, after the hearing or the Owner declines or fails to attend such 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 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 8.11 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas, roads 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 with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members or electronic means and with the prior written approval of the Association. 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 twenty (20) years from the date this Amended Declaration is recorded, after which time said Amended Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Association) of the lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Amended 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 Association) not less than two-thirds (2/3rds) of the votes of all of the Owners entitled to cast votes.

If the Declaration is amended by a written agreement signed by those Owners not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association entitled to cast votes, 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 facia evidence of the date of execution of said amendment by such Owner. Any such amendment by written agreement shall become effective when the amended declaration, with written agreement attached, is filed in the Real Property Records of Montgomery County, Texas.

If the Declaration is amended by signed ballot of those Members (Owners, including the Association) of not less than two-thirds (2/3rds) of all of the votes of the Members of the Association entitled to cast votes, they may vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Association) duly called for such purpose,

written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting.. Any such amendment by ballot of the Members, 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 the Association) cast a written vote, in person, via electronic means, or by proxy, in favor of said amendment at the meeting called for such purpose.

Section 9.03 Severability. Each of the provisions of this Amended Declaration shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.04 Liberal Interpretation. The provisions of this Amended Declaration shall be liberally construed as a whole to reflect the purpose of this Declaration.

Section 9.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Association and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.06 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 of 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 9.07 Terminology. All personal pronouns used in this Amended Declaration, 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 Amended 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.

IN WITNESS WHEREOF, the undersigned, the Association herein has hereunto set its hand  
as \_\_\_\_\_ of  
the \_\_\_\_\_  
  
day of \_\_\_\_\_  
2021.

**AGREEMENT TO AMEND  
“ALL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROWN OAKS, SECTIONS I, II, III, and IV”**

In accordance with Section 9.02 of the “SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I,” filed under File Number 99105361, in the Real Property Records of Montgomery County, Texas; Section 9.02 of the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION II,” under File Number 2001049679, in the Real Property Records of Montgomery County, Texas; Section 9.02 of the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION III,” under File Number 2002053576, in the Real Property Records of Montgomery County, Texas; and Section 9.02 of the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION IV,” under File Number 2003030483, in the Real Property Records of Montgomery County, Texas, the undersigned, as of the date of execution hereof, being entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners of lots in the CROWN OAKS, SECTIONS I-IV, hereby agrees and does:

1. Amend the “SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION I”;
2. Amend the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION II”;
3. Amend the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION III”;
4. Amend the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTION IV”;
5. File this date the “COMPILED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTIONS I-IV;”
6. Attach this written agreement, signed by not less than two-thirds (2/3rds) of the votes of all of the Owners, to the “COMPILED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTIONS I-IV,” and
7. File this written agreement and “COMPILED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN OAKS, SECTIONS I-IV,” in the Real Property Records of Montgomery County, Texas.

Executed this day of \_\_\_\_\_, 2021.

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by  
\_\_\_\_\_, on behalf of CROWN OAKS, L. L. P.

After Recording Return to: Crown Oaks. L. L. P.