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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SILVERCREEK**

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SILVERCREEK**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THAT THIS DECLARATION is made on the date hereinafter set forth by CENTENNIAL HOMES, INC., a Texas corporation (hereinafter referred to as "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Brazoria County, Texas, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively with any property from time to time annexed thereto pursuant to the terms of this Declaration, if any, the "**Property**"), commonly known or to be known or marketed by Declarant as "Silvercreek"; and

WHEREAS, Declarant desires to hold, sell and convey the Property subject to the following covenants, conditions, restrictions, reservations and easements, intended to establish a uniform plan for the development, improvement and sale of the Property, together with any property from time to time brought within the terms of this Declaration by annexation pursuant to the terms and conditions hereof, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots; and

WHEREAS, this Declaration grants Declarant the right and privilege, with the consent of the owners of such property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to this Declaration and to designate certain portions of such Property as a "Neighborhood" as defined herein; and

NOW, THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions, reservations and easements created to enhance and protect the value, desirability and attractiveness of the Property (hereinafter defined), applicable to all of the Property except for parts of the Property designated as exempt by Declarant, its successors or assigns, running with the land and title to the Property and binding all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and inuring to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "**Architectural Committees**" shall mean and refer to the New Construction Committee and/or the Modifications Committee, as applicable.

Section 2. "**Assessable Tract**" shall mean and refer to any Lot or Building Plot from

and after the date on which paved public street access (or dedicated private street access, as applicable), and water and sanitary sewer service, have been extended thereto.

Section 3. "**Assessments**" shall mean and refer to any or all of the Base Annual Assessments, Special Assessments (as defined below), Neighborhood Assessments and Special Individual Assessments referred to, contemplated or authorized herein or in any Supplemental Declaration from time to time filed of record.

Section 4. "**Association**" shall mean and refer to **SILVERCREEK HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation incorporated by Declarant or its representatives under the laws of the State of Texas, its successors and assigns.

Section 5. "**Board of Directors**" and "**Board**" shall mean and refer to the duly elected Board of Directors of the Association.

Section 6. "**Base Annual Assessments**" shall mean and refer to the uniform assessment made against Assessable Tracts pursuant to Sections 3 and 5 of Article III hereof.

Section 7. "**Common Facilities**" shall mean and refer to all existing and subsequently provided improvements constructed upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Properties, whether exclusively or also for the benefit of owners of property outside the Property, constructed on portions of one or more Lots or on acreage which has not been brought within the provision of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; walls; and improvements designed for common use and enjoyment. References herein to "the Common Facilities" or any "Common Facility" shall mean and refer to Common Facilities as defined or created respectively in this Declaration and all Supplemental Declarations.

Section 8. "**Common Properties**" shall mean and refer to all those areas of land within the Properties (except the platted Lots, properties conveyed to public authorities and/or private utility companies, the public streets shown on the Plats, and lands owned by Declarant for future development), together with such other land as the Association may, at any time or from time to time, acquire by purchase or otherwise; subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title.

Section 9. "**Conveyance**" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 10. "**Declarant**" shall mean and refer to **CENTENNIAL HOMES, INC.**, a Texas corporation, the Declarant herein, and its successors and, to the extent in compliance with Section 1 of Article XII hereof, its assigns.

Section 11. "**Declaration**" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions for Silvercreek, as supplemented and/or amended, including any and all Supplemental Declarations.

Section 12. "**Easements**" shall mean and refer to the various utility or other easements of record, those shown on the Plats of the subdivisions within the Property and such other easements as are created or referred to in this Declaration.

Section 13. "**Living Unit**" shall mean and refer to any improvements on a Lot that are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile homes or other non-permanent structures (which are prohibited and/or restricted by other provisions herein).

Section 14. (i) "**Lot**" or "**Building Plot**" shall each mean and refer to each plot of land shown upon the recorded subdivision Plats from time to time within the boundaries of the Property that is designated in a Plat by lot number and block number or letter (and/or section number or letter), but not tracts designated as numbered or lettered reserves, and to the improvements constructed or to be constructed thereon; and (ii) "**Acreage Tracts**" means raw acreage tracts (and areas Platted as reserves other than landscape reserves) that have not yet been subdivided as Lots, whether or not such land may have been restricted to use for Single Family Residential Use only. If combined Lot sites are created pursuant to Article XIII, Section 11 herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

Section 15. "**Member**" shall mean and refer to every person or entity that holds membership in the Association.

Section 16. "**Modifications Committee**" shall mean and refer to the committee by that name created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements on Lots, as provided in Article IV hereof.

Section 17. "**Neighborhood**" shall mean and refer to any separately designated development area of the Properties comprised of various types of housing, initially or by supplement or amendment made subject to this Declaration and designated as a Neighborhood pursuant hereto. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that the particular portion of the Property shall constitute a separate Neighborhood for purposes of this Declaration. In the absence of specific designation of separate Neighborhood status by a different name, all property made subject to this Declaration shall be considered a part of the same Neighborhood to be called "**Silvercreek Neighborhood No. 1.**"

Section 18. "**Neighborhood Assessments**" shall mean and refer to assessments levied by the Association, as provided for in Section 6 of Article III hereof or required by the terms of a Supplemental Declaration, being those incurred for purposes of promoting the recreation, health, safety, common benefit and enjoyment of only the Owners and Occupants of the Neighborhood

against which the specific Neighborhood Assessment is levied, and/or of maintaining the properties within a given Neighborhood, and shall include Special Neighborhood Assessments and General Neighborhood Assessments as defined herein.

Section 19. "**New Construction Committee**" shall mean and refer to the committee by that name created by the Declarant pursuant to this Declaration to exercise exclusive jurisdiction over all original construction of Living Units and related improvements on Lots, as provided herein.

Section 20. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. "**Occupant**" shall mean any person legally entitled to occupy and use all or a portion of the Properties, except under utility and similar easements or in public or Association-owned areas.

Section 21. "**Plats**" shall mean and refer to all subdivision plats from time to time filed of record by Declarant (or with Declarant's or the Association's approval as and when herein required) in the Map or Plat Records of Brazoria County, Texas, with respect to Properties covered by this Declaration, as the same may be amended in accordance with the terms hereof.

Section 22. "**Property**" or the "**Properties**" shall mean and refer to the property described on **Exhibit "A"** hereto, together with such additional lands as and when they are from time to time (if ever) made subject to this Declaration pursuant to the annexation provisions hereof. All of the Property may sometimes be commonly known and referred to as "Silvercreek."

Section 23. "**Special Assessments**" shall mean and refer collectively to Special Universal Assessments assessed pursuant to Article III, Section 4 hereof, Special Neighborhood Assessments assessed pursuant to Article III, Section 6 hereof, and Special Individual Assessments, as hereinafter defined.

Section 24. "**Special Individual Assessments**" shall mean and refer to any amount of money assessed against any particular Owner for payment or reimbursement to the Association of any amount owing by such Owner to the Association because of the act or omission of such Owner or those for whom such Owner is responsible hereunder (such as, but without limitation, amount due as collection costs in connection with legal action to enforce this Declaration against a particular Owner or for maintenance costs incurred by the Association with respect to a particular Lot as a result of the Owner's failure or refusal to do so as required by this Declaration or any Supplemental Declaration). These are not amounts being assessed against all Owners as a generally applicable Special Universal Assessment or Special Neighborhood Assessment.

Section 25. "**Special Universal Assessments**" shall mean and refer to the sums of money assessed against Assessable Tracts pursuant to Article III, Section 4 hereof.

Section 26. "**Supplemental Declaration**" shall mean and refer to: (i) any declaration of supplemental restrictions filed of record by Declarant, its successors or assigns, imposing more

stringent or detailed restrictions or additional restrictions on or with respect to one or more Neighborhoods within the Property; (ii) any supplemental declaration of annexation executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of this Declaration under the authority provided in the Declaration; and, (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, to accomplish both of the foregoing. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the Supplemental Declaration(s) which is or are applicable to the portions of the Property being referenced.

Section 27. **"Water Features"** shall mean and refer to the lake or water features that may be constructed by Declarant as part of the Common Properties and Facilities, title to which areas (if constructed by Declarant) shall be conveyed by the Declarant to the Association at such time as there are no Class B votes in the Association or at such earlier time as Declarant determines to be appropriate or desirable.

ARTICLE II

SILVERCREEK HOMEOWNERS ASSOCIATION, INC.

Section 1. **Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation, Bylaws or elsewhere provided for in this Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Common Properties and Common Facilities. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, development and aesthetic appearance of the Common Properties and Common Facilities and to enforce this Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors (with such delegation of day-to-day operations to the officers of the Association as the Board may from time to time see fit) unless specifically reserved to Declarant or a vote of the Members herein. The Association shall also have authority and responsibility to enforce such other restrictions benefiting the Association as Declarant may create or obtain from nearby landowners and assign in writing to the Association, whether or not the Association has accepted or agreed to such assignment.

Section 2. **Membership.** Every person or entity who is an Owner of any of the Properties subject to assessment by the Association (including Declarant, whether or not it is obligated to pay Assessments thereon) shall be a Member of the Association. The foregoing description is not intended to include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation. No Owner shall have more than one Membership in the Association, but an Owner may have multiple votes based on its ownership of multiple Lots in accordance with the voting provisions hereof. Membership (and Member voting rights, except for proxies granted under terms permitted by the Texas Non-Profit Corporation Act, as from time to time amended) shall be appurtenant to, and may not be separated from, ownership of the related Lot or Building Plot that is part of the Property. Owners may not assign Membership rights (including voting rights) associated with the Lot they own to any person or entity, including another Lot

within the Property; provided, however, that this provision will not be construed to prevent granting of proxies pursuant to the Texas Non-Profit Corporation Act. An additional restriction on proxies is that no proxy may survive the conveyance of the Lot as to which the related Member vote(s) is or are appurtenant, unless the Lot conveyance occurs between the time when the record Owner of the Lot is conclusively determined for voting purposes for a particular Member meeting and the time when such meeting occurs.

Section 3. **Annexation of Other Lands.** Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section or parcel of land so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the Common Facilities thereon, and the maintenance fund hereinafter set forth, provided that each future section must be impressed with and subject to the Assessments imposed hereby (and any additional Neighborhood Assessment necessitated by a higher level of services or amenities to be provided to that area as a separate "Neighborhood"). Moreover, such annexed sections shall be made, by recorded Supplemental Declaration, subject to all of the terms of this Declaration (as then amended and/or modified as herein permitted) and to the jurisdiction of the Association, with such modifications and exceptions as the Declarant or other owner of the annexed lands may stipulate in the Supplemental Declaration accepted by the Association (and by Declarant during any period that Declarant owns any Property). Such additional sections of land may be annexed in accordance with the provisions of Article XII herein.

Section 4. **Merger of Association With Other Association(s).** Upon a merger or consolidation of the Association with another association pursuant to a majority vote of the entire Board, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other merged association (the "**Non-Surviving Association**"), as one scheme; provided, however, that:

(a) if the Non-Surviving Association has Members:

(i) the votes in the Association shall be bifurcated such that the members of the Non-Surviving Association (as Members in the Association referenced herein) (such new Members being herein called the "**Members by Merger**") shall have the right to vote separately, without any participation from other Members of the Association (herein called the "**Original Declaration Members**"), with voting rights for the Members by Merger determined for these purposes in the same manner as their votes were determined in the Non-Surviving Association pursuant to the covenants and restrictions authorizing creation of the Non-Surviving Association (herein called the "**Other Restrictions**"), to elect a separate class of members of the Board of Directors (such separate class of Board Members being herein called the "**Merged Association Board Members**") who shall vote on and make decisions pertaining to only that land which is encumbered by the Other Restrictions and not with regard to any matter pertaining to the Property hereunder;

(ii) the members of the Non-Surviving Association who become Members by Merger in the Association referenced herein shall not have any right to vote in connection with: (i) election of the primary Board of Directors of the Association, which shall continue to be elected solely by Members who are Owners of portions of the Property (herein called the "**Primary Board Members**"); or, (ii) any matter or action pertaining to the Property which does not affect the land that is subject to the Other Restrictions (herein separately called the "**Merged Association Property**"), including, without limitation, Assessments affecting only the Property and not the Merged Association Property;

(iii) no Assessment affecting the Merged Association Property shall be enacted by the Primary Board Members without concurrence of a majority of the Merged Association Board Members and, if required by the Other Restrictions, an appropriate vote of the Members by Merger; provided, however, that under no circumstances shall the Association be required to expend any monies or funds of the Association in excess of the funds raised through Assessments collected from the owners of the Merged Association Property on enforcement of the Other Declaration and/or on maintenance, repair or services for the Merged Association Property or its owners;

(iv) the Bylaws of the Association shall be amended in the plan of merger to accommodate such Board structure;

(b) if the Non-Surviving Association in a merger does not have Members, then the Members of this Association shall continue to elect the Board of the Association as provided herein without any participation from owners of the Merged Association Property, and the Merged Association Board Members will continue to be appointed in the manner provided in the deed restrictions authorizing the creation of the Non-Surviving Association. It is expressly provided, however, that no Assessment shall be levied by the Association against the owners of the Merged Association Property in excess of the amount allowed by the Other Restrictions, and under no circumstances shall the Association be required to expend any monies or funds of the Association in excess of the funds raised through Assessments collected from the owners of the Merged Association Property on enforcement of the Other Declaration and/or on maintenance, repair or services for the Merged Association Property or its owners.

No such merger or consolidation shall effect any revocation, change, or addition to the covenants and restrictions established by this Declaration or give any Members by Merger any right to amend or vote with regard to the amendment of this Declaration.

Section 5. **Classes of Membership.** The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Owners of Assessable Tracts which are Lots, with the exception of the Declarant (unless and until its Class B Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one (1) vote for each Lot owned by such person or entity. When more than one person holds an interest in a single Lot, all such persons shall be Members. The vote of

such Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the co-owners of a single Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be the Declarant herein, as such term is defined in Article I, Section 10, who shall be entitled to ten (10) votes in the Association for (i) each Lot owned by it, and (ii) each one-quarter (1/4) acre of Acreage Tracts owned by it within the Property. Class B Membership shall cease and be converted to Class A Membership (as to Lots owned by Declarant) on the happening of the earliest to occur of the following three events (A, B, or C):

- (A) When total votes outstanding in the Class A membership together equal the total votes outstanding in the Class B membership; or
- (B) The twenty-fifth (25th) anniversary date of the first recordation of this Declaration; or
- (C) When the Declarant terminates Class B Membership by an instrument filed in the Real Property Records of Brazoria County, Texas.

After conversion of Declarant from a Class B Member to a Class A Member, Declarant may thereafter cast votes as a Class A Member. Declarant shall never forfeit its voting rights as a Class A Member or Class B Member regardless of whether it pays any or its full share of Assessments. Owners of Lots which are not Assessable Tracts hereunder (other than Declarant) shall be non-voting Members, and all references in this Declaration to a vote of the Members shall refer only to the relevant percentage of votes of the voting Members, except non-voting Members shall have a vote under Article XIII, Section 5 hereof pertaining to amendments to this Declaration.

At such time as additional Property owned by Declarant is annexed into the Association, the Class B Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be automatically deemed reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first; provided, however, that upon reinstatement of Class B voting rights to Declarant due to annexation of additional Property, the period of time set forth in Section 5(B) of this Article shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation (i.e., Supplemental Declaration).

Section 6. **Non-Profit Corporation.** **SILVERCREEK HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation. Declarant will convey the Common Properties to the Association upon final completion of construction of all Common Facilities to be located thereon or, at its option, prior to such construction and reserving the right to design and build the initial Common Facilities to be

located thereon.

Section 7. **Bylaws.** The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 8. **Members' Easements of Enjoyment.** Subject to the provisions of Sections 9 and 10 below, every Class A Member and Class B Member of the Association shall have a non-exclusive common right and easement of enjoyment in the Common Properties and Common Facilities to the extent they are designed for such common use (i.e., parks, playgrounds and the like would be subject to the right of common use, but monument sign easements, subdivision wall or fence easements, and landscape easements would not) and such right and easement created herein shall be appurtenant to and shall pass with the title to every Assessable Tract which is a Lot. The rights of the Class A Members with respect to the Lakes, however, shall specifically be subject to such restrictions, rules, regulations and conditions as the Board may from time to time adopt or promulgate, which may include, without limitation, prohibitions or limitations on fishing, swimming, boating, rafting, sailing or other activity therein or thereon.

Section 9. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby in favor of the Class A and Class B Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration and shall also be subject to the following provisions:

(a) The Association shall have the right to borrow money and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of the Class A and Class B Members (and, in every case while the Declarant owns Property, the vote of Declarant), to mortgage the Common Properties and Common Facilities.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the rights of any Member to enjoyment and use of the Common Properties and Facilities for any period during which any Assessment or other amount owed by the Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties and Common Facilities and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for each and any infraction of such rules and regulations, including, without limitation, limitations on numbers of guests allowed for any Member at a given time and prohibitions on use of Common Properties and Common Facilities by guests if the Member is not present with the guest.

(e) The Association shall have the right to assess and collect the Assessments provided for or contemplated herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties or Common Facilities.

(f) The right of the resident owners or occupants of dwellings within any area of land from time to time owned by the Declarant or any affiliate of Declarant in the vicinity of, but not within the Property, with Declarant's written authorization and on terms no more favorable to such users than then made available to the Members, to use the Common Properties, together with all Common Facilities now or hereafter located thereon. The right of Declarant to grant such use privileges is hereby reserved by Declarant.

(g) The Association shall have the right to dedicate, sell or convey all or any part of the Common Properties and Common Facilities, or interests therein, to any public agency, authority, utility, utility district, or any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as hereinbelow provided. No conveyance of Common Properties, other than the granting of utility easements upon the Common Properties, shall be made without such Member vote. No such dedication or conveyance (except granting of utility easements) shall be effective unless an instrument agreeing to such dedications or conveyance signed by Class A Members and Class B Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both such Classes of Members (and, during any period that Declarant owns any Property, the vote of Declarant) has been recorded.

(h) The Association shall have the right to use, rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties and/or property owners outside the Properties, provided that (except uses granted pursuant to Section 9(f) of this Article, above) any such lease or contract providing for use of Common Properties and/or Common Facilities by property owners outside the Property shall be approved, prior to being entered into, by an affirmative vote of Class A Members and Class B Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of a quorum of both such Classes of Members voting, in person or by proxy, at a meeting duly called for this purpose. Such an agreement may also be entered into unilaterally by Declarant on behalf of the Association and as its agent, without a meeting of the Members, so long as it controls two-thirds (2/3) of the aggregate votes of the Members in the Association and promptly reports such action in writing to the Association.

(i) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts for garbage and rubbish pickup and to charge the Owner of each Assessable Tract his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to or part of the Assessments described in Article III hereof.

(j) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts for neighborhood patrol and/or emergency medical ambulance services and to charge the Owner of each Assessable Tract his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such neighborhood patrol and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for such neighborhood patrol and/or emergency medical ambulance service shall be in addition to, or part of, the Assessments described in Article

III hereof.

Section 10. **Water Bodies; Water Features.** No use of the rivers, ponds, streams, lakes or other bodies of water (including the Water Features) within the Common Property or owned by Declarant within the boundaries of the Property, if any, including, without limitation, swimming, boating, playing or use of personal floatation devices, shall be permitted without the prior approval of the Board (as to Common Property) or the Declarant (as to Declarant-owned property); provided, if any such use is permitted, it shall be subject to the Declarant's and the Association's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board from time to time. No internal combustion engines shall be operated on any river, pond, stream or other body of water (including the Water Features) in the Common Property, except by the Association (and/or Declarant, for so long as Declarant owns Property subject to this Declaration) for purposes of maintenance and irrigation and other purposes they deem necessary or appropriate. Notwithstanding the above, small model boats with internal combustion engines may be operated during special events with the prior approval of the Board. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF RIVERS, PONDS, STREAMS OR OTHER BODIES OF WATER (INCLUDING THE WATER FEATURES) WITHIN OR ADJACENT TO THE PROPERTY, AND EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO ITS PROPERTY, RELEASES THE ASSOCIATION AND DECLARANT FROM ANY SUCH LIABILITY, WHETHER SUCH CLAIM OF LIABILITY IS BASED ON THE ALLEGED NEGLIGENCE OF THE ASSOCIATION OR OTHERWISE. No docks, piers or other structures shall be constructed on or over any body of water within the Property, except as may be constructed by the Declarant or the Association. Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns Property subject to this Declaration) may use and regulate the use of any rivers, ponds, streams, or other bodies of water (including the Water Features) within the Common Property for the irrigation of the Common Property or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use, if any. The Declarant's rights under this Section shall be superior to the rights of the Association.

Section 11. **Enforcement of Declaration.** The Association and/or Declarant shall have the power and authority to enforce the terms and provisions of this Declaration by legal action or other means provided for herein.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot or Building Plot owned within the Properties, hereby covenants, and each Owner of any Lot or Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) Base Annual Assessments, (2) applicable Neighborhood Assessments, if any, and (3) Special Assessments, such Assessments to be established and collected as provided in this Declaration. The Assessments assessed against each Lot or Building Plot and its Owner(s), together with

interest, collection costs and reasonable attorney's fees relating thereto, shall be a charge on such Lot and shall be and are secured by a continuing contract lien hereby created by, and reserved and retained in favor of, the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person or legal entity that was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall be secured by the above-referenced continuing lien on the Lot so transferred as security for the delinquent obligation of the prior Owner, and may be enforced against such Lot notwithstanding any such conveyance.

Section 2. **Purpose of Assessments.** Except to the extent otherwise specifically set forth elsewhere in this Declaration, the Assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, to operate and maintain the Association and carry out the terms of this Declaration, to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the Members, such benefits to include, by way of illustration but not limitation (**and without obligation to provide any one or more such services or facilities**):

- (a) providing professional property and financial management for the Common Properties and funds of the Association;
- (b) providing patrol or watchman service;
- (c) providing service contractors to manage and maintain recreational facilities;
- (d) providing and maintaining lighting standards, fixtures and facilities which are within the jurisdiction of the Association;
- (e) providing and maintaining all mechanical and electrical fixtures, plumbing equipment and drainage systems for the Common Properties and Facilities;
- (f) fogging for insect control;
- (g) providing garbage and rubbish pickup;
- (h) maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property or dedicated from time to time out of the Property;
- (i) maintaining landscaping and other improvements (including, without limitation, walls, retaining walls, monuments, signage and irrigation systems) contained within esplanades and cul-de-sacs in any public streets located within the Property, or in any landscape reserves or easements held by the Association from time to time;
- (j) cleaning, maintaining, operating and repairing the Common Property, including, without limitation, the Lakes;

(k) enforcing the provisions contained in this Declaration (including any Supplemental Declaration as part of such term);

(l) carrying out the special responsibilities of the Association in Private Street Neighborhoods if any are created pursuant to Article V hereof, subject to the limitations therein; and

(m) employing, at the request of the Modifications Committee and/or New Construction Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committees in carrying out their duties and authority as set forth herein or, at the option of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties or Facilities or for the benefit of the Members.

The foregoing uses and purposes are permissive, not mandatory, and the decisions of the Board of Directors of the Association shall be final as long as made in good faith and in accordance with the Bylaws of the Association and any applicable governmental laws, rules and regulations.

Section 3. **Initial Maximum Base Annual Assessment; Limits on Increases.** Until January 1 of the year immediately following the conveyance of the first Lot or Building Plot by Declarant to an Owner, the Board of Directors shall levy on each Assessable Tract and collect from the Owner thereof a Base Annual Assessment not to exceed FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00), which shall be due and payable as provided below; provided, however, that prior to the date on which a recreation/community center on Common Properties of the Association has been constructed and is operating, if ever, the Board may, in its sole judgment and discretion, establish the Base Annual Assessment at an amount less than the maximum rate specified above until it sees fit to raise the Base Annual Assessment to an amount not to exceed the applicable maximum Base Annual Assessment allowed by the terms of this Declaration. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the Base Annual Assessments provided for herein shall be payable by the Owners of each of the Lots or Building Plots comprising Assessable Tracts within the boundaries of the Properties, in the manner provided above and as hereinbelow set forth:

(a) The Board of Directors shall from time to time set, fix and levy the Base Annual Assessment at an amount not in excess of the maximum permitted pursuant to the provisions of this Section.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Plot by Declarant to an Owner, the maximum Base Annual Assessment may be increased for that year and each year thereafter by not more than 15% of the maximum Base Annual Assessment allowed for the prior year (such percentage to be cumulative from year to year) by the Board of Directors without a vote of the Members (which vote may be made cumulatively with respect to the current and one or more prior years as to which the full 15% increase has not previously been approved).

(c) From and after January 1 of the year immediately following the conveyance of the first Lot or Building Plot to an Owner other than Declarant, the maximum Base Annual Assessment

may be increased by an amount in excess of 15% in a given year (over the maximum Base Annual Assessment permitted in the prior year) by the vote or written assent of at least 51% of a quorum of the Members present and voting at a meeting thereof duly called and held with notice of the meeting containing notice that an increase in excess of the maximum Base Annual Assessment otherwise permitted for such year).

The above limitations on Base Annual Assessments shall not apply to limit the assessments that the Association can impose and collect on Merged Association Property in the event of a merger of the Association with another property owners association as contemplated in Article II, Section 4 hereof, to the extent the applicable Other Restrictions allow such additional assessments with respect to the Merged Association Property.

Section 4. **Special Universal Assessments for Capital Improvements.** In addition to the Base Annual Assessments authorized by Section 3 hereinabove, the Association may levy against the Assessable Tracts in any calendar year one or more assessments ("**Special Universal Assessments**") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such Special Universal Assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of a quorum of Members present and voting at a meeting thereof duly called and held for such purpose. The Special Universal Assessment against every Assessable Tract shall be the same as the Special Universal Assessment against every other Assessable Tract.

Section 5. **Uniform Rate of Assessments.** The Association, by action of its Board of Directors, shall levy Base Annual Assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 of this Article III, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs, subject to the limitations of Section 3 of this Article; provided, however, that the Base Annual Assessments shall be levied on a uniform basis across all Assessable Tracts, subject to the provisions of Section 7 of this Article III.

Section 6. **Neighborhood Assessments.** Each Neighborhood, which is designated as such by Declarant in the Supplemental Declaration that designates such area as a separate Neighborhood and/or that brings such Property within the jurisdiction of the Association, shall be subject to additional Assessments as follows (collectively, the "**Neighborhood Assessments**"):

(a) Every Lot in each Neighborhood shall be subject to the Neighborhood Assessment, if any, specified, authorized or contemplated in such Supplemental Declaration, to defray the costs of additional services and/or amenities to be provided by the Association that primarily or exclusively benefit the Owners of Lots within that Neighborhood, and/or are necessary because of such Neighborhood being a Private Street Neighborhood as defined in Article V hereof (except assessments to cover costs referenced in Sections 4(d) of Article V) ("**General Neighborhood Assessments**"); and

(b) Upon a vote of the Owners of eighty percent (80%) of the Lots within a Neighborhood (regardless of whether such vote is at a meeting of the Members or by written vote of the Members in the Neighborhood in question, so long as the eighty percent (80%) who voted in favor are Owners in that Neighborhood at the time the last vote counted toward the eighty percent (80%) amount is cast), or upon a vote of the Owners in a Private Street Neighborhood to authorize a capital expenditure under Section 4(e) of Article V hereof, such Owners may elect for their Neighborhood to have the Association provide services or amenities in excess of those being provided to all Neighborhoods and those specifically provided for in any Supplemental Declaration applicable to such Neighborhood. Upon such a vote, a Neighborhood Assessment in that particular Neighborhood shall be made as contemplated herein or therein. Neighborhood Assessments under this paragraph (b) are called "**Special Neighborhood Assessments.**"

Upon proper election by the Owners in a Neighborhood to authorize a Special Neighborhood Assessment, all Owners in that Neighborhood shall be assessed an annual Neighborhood Assessment based on the cost of the additional services and amenities, on a uniform basis within such Neighborhood; provided, however, that Special Neighborhood Assessments made pursuant to Section 4(e) of Article V shall be due on such schedule as is established in the authorization petition or, if not specified therein, on such schedule (including a lump sum payment) as the Association shall determine. Owners in the Neighborhood who do not vote or who vote against such Special Neighborhood Assessment shall not be exempt from such Neighborhood Assessment, whether by their election not to participate in the supplemental services or otherwise. Nothing in this Declaration prohibits the Board of Directors from levying a different Neighborhood Assessment rate to the separate Neighborhoods. General Neighborhood Assessments shall not be combined with Base Annual Assessments for purposes of determining the maximum permissible Base Annual Assessment under Section 3 hereof, nor separately be subject to the limitations of Section 3 of this Article.

Section 7. **Declarant Assessment Liability.** As long as there is a Class B Membership, no Lot owned by Declarant shall be subject to Assessments under this Declaration or any Supplemental Declaration, and Declarant shall be responsible only for any shortfall in the accounts of the Association to carry out its critical functions contemplated hereby and only in the event that the maximum Base Annual Assessments chargeable under the provisions of Article III, Section 3 of this Declaration are insufficient to cover the actual costs of maintaining the Properties in accordance with the provisions of Article VIII of this Declaration. If financial shortfalls can be reduced before Declarant's subsidy by a reduction in excess or non-critical services (e.g., trash removal), then those services may (and, if requested by Declarant, shall) be reduced to enable the Association to operate within its budget under the constraints of the limitations of Section 3 of this Article III and with the least possible subsidy from Declarant. Declarant may release its rights under this Section from and after the date of recordation of notice of such election (or any later date specified therein) at any time by express written instrument recorded in the Real Property Records of Brazoria County, Texas, and thereafter pay only Assessments due against its Assessable Tracts in the same manner and to the same extent as any other Owner.

Section 8. **Commencement of Base Annual Assessments; Due Dates.** Subject to the provisions of Section 7 of this Article, the Base Annual Assessments provided for herein shall commence on each Assessable Tract on January, 2002; provided, however, that the Base Annual

Assessments shall not commence with respect to any Lot or Building Plot until such Lot or Building Plot becomes an Assessable Tract as defined herein. The Base Annual Assessment on each Assessable Tract for the first year of such Assessment shall be due and payable on the day a Lot or Building Plot becomes an Assessable Tract or the first date on which such Assessable Tract is no longer owned by Declarant, whichever is later, and shall be prorated for that year. After the first year, the Base Annual Assessment on such Assessable Tract for each such subsequent calendar year shall be due and payable on the first day of January in said year.

Section 9. **Commencement of Neighborhood Assessments and Special Universal Assessments.** Following the creation of a Neighborhood Assessment specific to a particular Neighborhood in excess of the Base Annual Assessments (whether created or authorized by Supplemental Declaration filed by Declarant or by vote of the Neighborhood Owners), the share thereof of each Owner in such Neighborhood shall be levied and collected by the Association on an annual basis in the same manner as Base Annual Assessments (except as provided for Special Neighborhood Assessments pursuant to Section 4(e) of Article V). Any Neighborhood Assessment authorized or created in a Supplemental Declaration filed by Declarant for that Neighborhood shall commence as to each Lot in that Neighborhood when such Lot becomes an Assessable Tract as herein defined, and the first payment shall be a prorated payment for the balance of the calendar year during which such Lot becomes an Assessable Tract, due upon invoicing by the Association. In the case of Neighborhood Assessments created or authorized by a vote of the Owners in the Neighborhood, the first Neighborhood Assessment shall be for the partial calendar year remaining after the commencement of the supplemental services. After the year of commencement of an Neighborhood Assessment with respect to a particular Lot, Neighborhood Assessments shall be payable in advance for each calendar year on the first day of January of such year. The due date of any Special Universal Assessment under Section 4 of this Article shall be fixed in the resolution of the Members of the Association authorizing or approving such Special Universal Assessment or, if not so specified, then as determined by the Board.

Section 10. **Common Properties, Public Property and Utility Properties Exempt.** All Common Properties as defined in Article I, Section 8, and all portions of the Property owned or otherwise dedicated to any political subdivision or municipal utility district (excluding portions of public or private utility easements located upon or within the boundaries of Lots, which shall not be exempt), shall be exempt from the Assessments and liens created, reserved and/or contemplated herein.

Section 11. **Duties of the Board of Directors.** The Board of Directors of the Association shall determine the amount to be levied as the Base Annual Assessment and Neighborhood Assessments against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Sections 3, 5 and 6 of this Article. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each Assessment which shall be kept in the office of the Association and be open to inspection by any Owner. The Association shall, upon demand at any time by an Owner, furnish to any Owner a certificate in writing signed by an officer or agent of the Association setting forth whether or not there are any unpaid Assessments against said Owner's Lot or Lots (and will comply with any statute in effect in the State of Texas from time to time pertaining to the provision of such information, if applicable to the Association on a mandatory basis). As to any third party who in

good faith relies thereon to his economic detriment, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 12. Effect of Non-Payment of Assessments; Remedies of the Association; Liens Securing Assessments. Any Base Annual Assessment, Neighborhood Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest at the maximum per annum ceiling rate allowed by applicable usury laws from the due date until paid or, if there is no maximum lawful rate applicable to such transaction, at the rate of eighteen percent (18%) per annum (such applicable rate being herein called the "**Default Rate**"). The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot or Building Plot against which it was assessed, or pursue both such remedies, except that, while such limitation or restriction is applicable to the Association under the laws of the State of Texas, the Association shall not foreclose an Association lien if the debt securing the lien consists solely of fines assessed by the Association or of attorneys' fees incurred by the Association solely associated with fines assessed by the Association. Interest, court and other collection costs and attorney's fees incurred in any such action shall be added to the amount of such Assessment or charge. While the such limitation is required by statute in the State of Texas (if such restriction is amended, then the amended law shall apply if allowing a greater recovery to the Association or, only if applicable on a mandatory basis, if allowing a lesser recovery), the amount of attorneys' fees that the Association may include in a non-judicial foreclosure sale for an indebtedness covered by the Association's assessment lien is limited to the greater of: 1) one-third (1/3) of the amount of all actual costs and assessments, excluding attorneys' fees, plus interest and court costs; or 2) Two-Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Each such Owner, by his acceptance of a deed to a Lot or Building Plot, hereby expressly vests in the Association, or its agents, the right and power: (i) to bring all actions against such Owner personally for the collection of such charges as a debt; and, (ii) to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, without limitation, non-judicial foreclosure pursuant to the provisions of Section 51.002, Tex. Prop. Code Ann. (Vernon 1983), as amended, subject to any mandatory restrictions and limitations thereon set forth in Chapter 209 or other applicable law that applies to this Declaration on a mandatory basis. Such Owner hereby expressly grants to the Association a private power of sale in connection with said lien. The contract lien provided for in this Declaration shall be in favor of the Association. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot or Building Plot.

Section 13. Subordination of the Lien to Mortgages. The lien securing any Assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Building Plot subject to the Assessment for the purpose of securing indebtedness incurred to purchase or improve such Building Plot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Building Plot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust. Such sale or transfer shall not relieve such Building Plot from liability for any Assessment thereafter becoming due, nor from the lien securing any such subsequent Assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may voluntarily subordinate the lien securing any Assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine. No such voluntary subordination shall be effective unless given in writing

by the Association upon a vote of the Board of Directors.

Section 14. **Exempt Property.** The Assessments and liens created in this Article III shall apply only to Assessable Tracts. The remainder of the Properties shall not be subject thereto, nor shall the Owners of Lots which are not Assessable Tracts (except Declarant) be entitled to the rights granted to Members in the Association.

ARTICLE IV

NEW CONSTRUCTION COMMITTEE AND MODIFICATIONS COMMITTEE

Section 1. New Construction Committee; Tenure.

(a) The Declarant shall initially appoint a New Construction Committee, consisting of not less than three (3) members, who need not be Members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have completed Living Units initially constructed thereon. When this occurs, the New Construction Committee shall resign or be terminated by the Board, and thereafter its duties shall be fulfilled and its powers exercised by the Modifications Committee (unless the New Construction Committee is reestablished as to annexed land pursuant to the provisions below). Subject to the provisions below regarding New Construction Committees for Property annexed into this Declaration after termination of the initial New Construction Committee, in the event of the death or resignation of any person serving on the New Construction Committee, the Declarant (if during the Declarant control period referenced in Section 2 of this Article) or the Board (in all other cases) shall designate the successor member(s) of such committee who shall have all of the authority and power of his or their predecessor(s). A majority of the New Construction Committee may from time to time designate someone serving on the Committee to act for it as the Designated Representative, but shall not delegate the authority of the New Construction Committee. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to such Committee, subject to such controls, limitations and oversight that the Board may impose on such Committee in regard to (i) collection in advance of fees from Owners applying for approvals, and (ii) controls over expenditures in excess of fees collected from Owners (i.e., budgetary control). During any temporary vacancy on the New Construction Committee (pending appointment of a successor by the Board or Declarant, as applicable), the New Construction Committee may act as long as it has two active members and they vote unanimously on any matter.

(b) In the event undeveloped land is annexed into the Association after termination of the original New Construction Committee:

(i) If the newly annexed land that becomes part of the Property becomes part of the Property and subject to this Declaration before the end of the Declarant control period specified in Section 2 of this Article and either (A) Declarant owns the annexed land in question, or (B) Declarant owns one or more Lots or Acreage Tracts within the Property, then Declarant shall

appoint and control a New Construction Committee that will have all the powers of the original New Construction Committee hereunder, but only with respect to the annexed land, until the expiration of the Declarant control period (as extended). At the end of the extended Declarant control period, the Board may control the New Construction Committee (as per paragraph (b)(ii) of this Section) if Lots or Acreage Tracts still remain without initial Living Units constructed thereon.

(ii) If the provisions of paragraph (b)(i) of this Section do not apply, then the Board of Directors may, at its option (A) establish and appoint a replacement New Construction Committee to act with the authority and purpose of the original New Construction Committee regarding new construction in the annexed area for such a term as the Board may designate, subject to the Board's continuing right to remove members thereof and fill vacancies in such Committee, (B) authorize the Modifications Committee to carry out the function of the New Construction Committee (in addition to its other duties), or (C) act directly in place of a New Construction Committee in the annexed area. Until the Board makes another determination pursuant to the preceding sentence, the Board shall act with all authority of the New Construction Committee in the annexed area in such circumstance.

Section 2. Rights of the New Construction Committee.

(a) The Declarant reserves the right to appoint, remove, control and direct the New Construction Committee (including the making of all appointments thereto and removing any member thereof) for a period of fifteen (15) years from the date of the recording of this initial Declaration. At the time when future properties are annexed into this Declaration and the jurisdiction of the Association, if ever, the term of the members of the New Construction Committee will extend no less than ten (10) years from the date of the recordation of the annexation document (i.e., the Supplemental Declaration), and Declarant's control of the New Construction Committee shall continue throughout that extended term. The term during which Declarant controls the New Construction Committee pursuant to this Section 2 is the "Declarant control period."

(b) Should the Declarant decide to relinquish control of the New Construction Committee prior to the expiration of the control period stated above, it may do so by notifying the Board of Directors of the Association in writing thereof and causing all its members to resign with a minimum of thirty (30) days' prior written notice to the Board, at which time the Board of Directors will promptly call a special meeting of the Board to appoint replacement members.

(c) The New Construction Committee shall have the right to develop, adopt and from time to time revise "Architectural Control Guidelines" (herein so called) for use in the review and approval of construction and improvement projects for Lots. No Owner shall be required, in connection with its initial construction of improvements on its Lot, to comply with amendments or supplements to the Architectural Control Guidelines first published after the date of the New Construction Committee's approval of that Owner's plans and specifications for its initial improvements; provided, however, that:

(i) if the New Construction Committee's approval of such Owner's plans and specifications is more than sixty (60) days old and the Owner has not had a building permit issued

by the relevant governmental authorities for such plans prior to the amendment to the Architectural Control Guidelines (and the Owner is notified of the amendment prior to actual issuance of building permits therefor), then the Owner shall be required to conform his plans and specifications to such altered or amended Architectural Control Guidelines and re-submit for approval by the New Construction Committee; and

(ii) in the event the Owner alters or modifies its plans in any manner so as to affect any improvements which are visible from the exterior of the building, or requires a variance not previously sought, then, upon the Owner's request for the New Construction Committee's approval of such change or for such variance, the New Construction Committee may require that the Owner cause its plans and specifications to be revised so as to be in full compliance with the revised Architectural Control Guidelines as then in existence as amended.

Section 3. **Modifications Committee.** The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications of improvements to those Lots where the Living Units have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns, or a Builder (hereinafter defined), with such guidance and restriction on its authority as the Board may from time to time impose by resolution. This Committee will also act in the place of the New Construction Committee with respect to new improvements first submitted to the Association for approval after the New Construction Committee is disbanded. This Committee will be comprised of no fewer than three (3) members, with at least two (2) members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.

The Modifications Committee shall promulgate standards and procedures governing its area of responsibility and practice and may adopt standards and procedures governing modifications and alterations on Lots. In addition thereto, the following requirements shall be adhered to: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures on and off the Lot in question and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel, paint or otherwise alter the interior of a Living Unit.

Section 4. **General.** All Property that is or hereafter becomes subject to this Declaration is also subject to architectural and environmental review and approval requirements as provided in this Declaration prior to any construction of improvements on any Lot. No Living Unit or other improvements (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but excluding interior improvements not readily visible from a public street outside the structure) shall be constructed on any Lot, nor shall any such Living Unit or other improvements (excluding interior improvements not readily visible from a public street outside the structure) on any Lot be modified or altered without the prior written approval of the relevant Architectural Committee. This review shall be in accordance with this initial Declaration (as amended), any relevant Supplemental Declaration(s) (as amended), and such standards as may be promulgated by the

Board, the New Construction Committee, or the Modifications Committee (subject to review by the Board). Such review and standards shall or may include, without limitation: general aesthetic character of improvements to be constructed so as to ensure harmony and compatibility of improvements within the Property; placement, orientation and location of improvements on a Lot in a manner so as to be aesthetically and functionally compatible with improvements on or to be constructed on other Lots in the Property; landscaping species, location, number and arrangement; exterior architectural style (to ensure compatibility with other improvements in the Property); elevations; grading plan; color, quality, style and composition of exterior materials, including, without limitation, roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; parking spaces, driveway orientation, location and number of curb cuts and parking access controls so as to ensure a smooth flow of traffic, adequate parking and safe traffic patterns; and appropriateness of permitting any proposed structures or improvements, other than the main buildings, garages, driveways and parking areas, such as fountains, flagpoles, statuary, outdoor lighting, or others, neither Architectural Committee being obligated under any circumstances to approve any such other improvements if they determine that same would detract from the overall aesthetic quality of the area. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association, and the Committees created in this Article shall endeavor to ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdiction decisions of either Architectural Committee. Neither Architectural Committee is constrained to set as a minimum standard or guideline for any matter subject to its jurisdiction or review hereunder any minimum legal requirements or standards established by applicable or non-applicable law, ordinance, rule or regulation of any federal, state or local governmental authority or agency covering the same or similar subject matter.

Section 5. **Submissions to New Construction Committee.** To secure the approval (the "**Final Approval**") of the New Construction Committee, an Owner shall deliver to the Committee, in form and substance reasonably satisfactory to the Committee, the number of complete sets hereinafter set forth of:

(a) The "**Design Development Plan**" (herein so called) which shall include:

(i) a site plan showing the location, dimensions and orientation to boundary lines and applicable set-back lines of proposed buildings, garages, other structures, driveway, sidewalks, fencing and all other contemplated improvements;

(ii) design elevation of, core plan for, and description of the foundation, height and size of each structure to be built, including a certified calculation of: (A) the living area of each Living Unit to be constructed thereon, and

(iii) a description and sample of the exterior materials proposed for each different exterior area of each structure.

(b) An "**Exterior Plan**" (herein so called) containing drawings and details of all exterior surfaces, including the roof, showing elevations and the color, quality and type of exterior construction materials;

(c) A "**Landscaping Plan**" (herein so called), which will include species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalk or driveway paving;

(d) A "**Grading and Drainage Plan**" showing all proposed lot grading, elevations and drainage.

(e) All such other information as may be reasonably required to enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "**Plans**") shall conform to the applicable provisions of this Declaration. The Owner shall supply the New Construction Committee with a number of sets of Plans, not to exceed three (3), as deemed appropriate by the Committee (which may be set forth in the Architectural Control Guidelines). With regard to Lots, a builder may presubmit for approval a number of sets of plans identified by number or letter as particular standard Living Unit designs ("**Standard Residence Design Plans**"), and the New Construction Committee may approve those plans subject to its further approval of placement thereof on a given Lot and placement within the Property and approval of any detail not shown or where alternates are shown. If such Standard Residence Design Plans are so conditionally approved, the builder may thereafter submit proposed construction to the New Construction Committee for a given Lot by reference to one of the conditionally preapproved Standard Residence Design Plan types, plus (i) where there are alternates provided for in the Standard Residence Design Plans (or no detail given), information regarding what alternates are being selected for such Lot, (ii) a site plan layout showing the orientation of the structures, drives and other exterior improvements on the particular Lot in question, (iii) a Landscaping Plan for the Lot to the extent not specified in the Standard Residence Design Plans or not being followed on the particular Lot, and (iv) any proposed deviation from the Standard Residence Design Plan for the particular type, if any.

Where an Owner has neglected to submit a full set of required Plans for approval, failure of the New Construction Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Properties, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein or in an applicable Supplemental Declaration, the New Construction Committee also shall have the right to specify requirements for each Building Plot as follows: minimum setbacks; impervious cover restrictions, driveway access to adjacent street; the location, height and extent of fences, walls or other screening devices; garage access; and the orientation and placement of structures with respect to streets, walks and structures on adjacent property. There shall be no chain link fencing except as may be utilized by builders with the approval of the New Construction Committee for temporary storage of building materials and supplies during the construction phase. No roofing materials shall be allowed other than composition roofing and, in the discretion of the relevant Architectural Committee on a case-by-

case basis, other aesthetically attractive roofing material which meets standards prescribed by the relevant Architectural Committee. The surface materials used in the construction of driveways and front sidewalks will consist solely of concrete and/or brick unless otherwise approved by the New Construction Committee and/or the Modifications Committee, as the case may be. The New Construction Committee shall have full power and authority to reject any plans and specifications that: (1) do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration); fail to meet its minimum construction requirements or architectural design requirements as set forth in the relevant Development Guidelines; or, (3) might not be compatible, in its judgment, with the overall character and aesthetics of the Properties.

The New Construction Committee has the full authority to enforce additional restrictions as they are created against any Building Plots within a specific Neighborhood, as imposed pursuant to any Supplemental Declaration. Such restrictions will be more clearly defined in Supplemental Declarations creating and/or annexing each Neighborhood within the Properties filed by Declarant in the Real Property Records of Brazoria County, Texas.

Section 6. Time for Review of Plans. Upon the Owner's submission of a written request for Final Approval or, in the case of new construction, Design Development Plan or the Plans (as applicable, and in either case, the "**Submitted Plans**") to the New Construction Committee or the Modifications Committee, or of other plans to the Modifications Committee, each Committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committees, as required, shall approve the plans if such plans do not violate this Declaration (including the requirements of any applicable Supplemental Declaration, if any) or the guidelines and criteria from time to time existing and established by the Committees and are consistent with their judgment on aesthetic compatibility of the proposed improvements with other portions of the Properties and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the Submitted Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of this Declaration or constitute the Committee's approval. No construction of the improvements provided for in the Submitted Plans (including those resubmitted under Section 7 of this Article) shall be commenced until the Owner receives the Committee's written approval of the Plans for such improvements. In the event the Modifications Committee fails, however, to either: (i) approve or disapprove Plans submitted to it; or, (ii) request additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed approved.

Section 7. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such change(s) requested by the New Construction Committee and may deliver the required number of complete sets of revised Submitted Plans to the New Construction Committee. The New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 8. **Changes in Approved Plans.** An Owner shall secure the written approval of the New Construction Committee to any material change or revision of approved Plans in the manner provided in this Article for the approval of Plans.

Section 9. **Variances.** When circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may, in the Committee's judgment and discretion, so require, the New Construction Committee (or, subsequent to its existence, the Board) may authorize variances from compliance with any of the architectural provisions of this Declaration and/or the applicable Architectural Control Guidelines, including restrictions upon height, size, placement of structures, or similar restrictions. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing and signed by at least a majority of the New Construction Committee (or Board, as applicable) and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred so long as the Lot in question complies with the restrictions, limitations and conditions stated in such variance. Variances shall be strictly and narrowly construed, and no granting of a variance shall be construed as being broader or less restrictive than its plain wording. The granting of such a variance: (1) shall not operate to waive any of the terms and provisions of this Declaration or the Architectural Control Guidelines for any purpose except as to the particular provision hereof covered by the variance; (2) shall only constitute a waiver or variance for the particular Lot for which it is issued; (3) shall be non-transferrable to any other Lot or in connection with any new or substantially revised set of Submitted Plans for the same Lot; and (4) shall not affect in any way the Owner's obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above, with regard to modifications or alterations within its jurisdiction. Such Modifications Committee's variances must be evidenced by a written instrument signed by a majority of the Board of Directors and a majority of the Modifications Committee. UNDER NO CIRCUMSTANCES SHALL THE NEW CONSTRUCTION COMMITTEE, MODIFICATIONS COMMITTEE OR BOARD EVER BE COMPELLED (BY COURT ORDER OR OTHERWISE) TO GRANT A VARIANCE UNDER THE PROVISIONS OF THIS SECTION 9.

Section 10. **No Liability.** Neither Declarant, the Association, Board of Directors, the New Construction Committee or Modifications Committee or their members shall be liable in damages to anyone submitting plans or specifications to them for approval or to any Owner of a Building Plot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any delay or any defect in any plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit against Declarant, the Association, the Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 11. **Rules and Regulations.** The New Construction Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

ARTICLE V

PRIVATE STREET NEIGHBORHOODS

Section 1. **Private Street Neighborhoods Defined.** If any Neighborhood in the Property is platted to contain private streets (the area included in such subdivision plat being herein called a "**Private Street Neighborhood**"), then the provisions of this Article V shall control the use, maintenance, repair and replacement of such streets and related gate access, guard house and similar facilities in such Private Street Neighborhood.

Section 2. **Definitions.** The following terms shall have the following definitions:

(a) "**Private Street**" shall mean the private street and private drive areas described in the Plat of such Neighborhood and any related curbs, gutters, lighting standards and fixtures and/or other facilities, including, without limitation, any Subdivision Access Facilities constructed by Declarant or the Association within the Private Street Easement.

(b) "**Private Street Easement**" shall mean and refer to the area shown within the boundaries of any subdivision in the Property which is designated on the subdivision plat of that subdivision as a "private street."

(c) "**Private Street Facilities**" shall mean and refer to all existing and subsequently provided improvements upon or within the Private Street Easement, except those as may be expressly excluded herein.

(d) "**Subdivision Access Facilities**" shall mean: (i) any controlled access gate, guardhouse and any other access limiting structure or device; and (ii) any fences, freestanding fence type walls, hedges, gates, gateposts, subdivision identification signs and related improvements which are constructed or maintained by Declarant or the Association within the Private Street Easement or any Subdivision Service Easement.

(e) "**Subdivision Service Easement**" shall mean any area designated in the Plat of such Private Street Neighborhood, or by separate instrument recorded by Declarant, as a Common Area reserve or easement to be conveyed to the Association for maintenance of a perimeter subdivision fence or wall around all or a portion of such Neighborhood, and all other areas designated by Declarant or the Association for use as to any Subdivision Access Facilities as provided in Article IV.

Section 3. **Perpetual Easement of Access and Enjoyment.** Subject to the other provisions and restrictions herein, every Owner of a Lot in a Private Street Neighborhood and such Owner's family shall have and is hereby granted a perpetual non-exclusive common right and easement of enjoyment in the Private Street Easements and Private Street Facilities located in that

Private Street Neighborhood for the purposes for which such facilities are designed and a right to obtain access thereto through any controlled access Subdivision Access Facilities. Such rights and easements shall be appurtenant to and shall pass with the title to every Lot in the particular Private Street Neighborhood. The guests, invitees and visitors of each Owner of a Lot in the particular Private Street Neighborhood shall have access to the Private Street Easements and Private Street Facilities in that Private Street Neighborhood subject to such system of regulation of access by telephone call-through facilities, key-pad access facilities or other access regulation facilities as may be established from time to time as herein provided. The rights and easements of enjoyment created hereby in favor of the Owners in a Private Street Neighborhood shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration and shall also be subject to the rights of the Association as set forth in Sections 4 and 7, below. Nothing in this Declaration shall be construed to grant any easement in or to the Private Street Easements, Private Street Facilities, Subdivision Service Easements or Subdivision Access Facilities in any Private Street Neighborhood to any Owner or Member who does not own a Lot in the particular Private Street Neighborhood.

Section 4. Additional Powers, Duties and Authorities of the Association in Private Street Neighborhoods. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws or elsewhere provided for in this Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general upkeep, maintenance, repair and replacement of the Private Street Facilities and the Subdivision Access Facilities. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, maintenance, repair and replacement of the Private Street Facilities and the Subdivision Access Facilities and to enforce this Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors unless specifically reserved to Declarant or a vote of the Members herein. The responsibilities of the Association with regard to the Private Street Facilities and Subdivision Access Facilities shall include, without limitation:

(a) The Association, subject to the rights of the Owners in the Private Street Neighborhood as set forth in this Declaration, shall be responsible for the exclusive management and control of the Private Street Facilities and the Subdivision Access Facilities and all improvements thereon (including furnishings and equipment related thereto) and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. The Association shall have the right: (1) to establish and regulate a limited access gate and such other access-control and monitoring systems and procedures as it may determine; (2) to issue, charge for, and require as a condition of entry to the Private Street Facilities, such identification cards, passes, keys, or similar devices as the Board may from time to time determine; and, (3) to limit the number of guests of Owners and Occupants who may use the Private Street Facilities and the Subdivision Access Facilities.

(b) The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property deemed necessary to the operation, maintenance and repair of the Private Street Facilities and Subdivision Access Facilities in any Private Street Neighborhood as contemplated herein. The Board, acting on behalf of the

Association, shall accept any real or personal property, leasehold, or other property interests within the Private Street Neighborhood conveyed to it by the Declarant for use as Private Street Easements, Subdivision Service Easements, Private Street Facilities and/or Subdivision Access Facilities. All land conveyed to the Association as Common Area for Private Street Facilities or Subdivision Access Facilities shall be free of all liens and other similar encumbrances.

(c) Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority, streets and esplanades situated in the Private Street Easements and thereupon to terminate the effect of this Section 8 in such Private Street Neighborhood; provided, however, that no such dedication shall occur unless: (i) under threat of condemnation; or, (ii) with a vote of Owners in the Private Street Neighborhood holding fifty-one percent (51%) or more of the votes of Owners in the Private Street Neighborhood in which the public dedication of streets is to occur. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, but upon such dedication, all costs relating thereto shall be deemed general costs of the Association and not Special Neighborhood Assessments of just the owners in the former Private Street Neighborhood.

(d) All costs of any services to be paid by the Association as hereinabove provided with respect to a particular Private Street Neighborhood shall be paid out of the Association's general maintenance fund but shall be assessed only against the Owners in the particular Private Street Neighborhood in which the services were provided, as a General Neighborhood Assessment.

(e) Notwithstanding the foregoing, however, no capital replacement of any portion of any Private Street Facility in any Private Street Neighborhood shall be performed (as opposed to patching, repairing and maintaining the surface of such streets), and no capital replacement or capital improvement to any Subdivision Access Facility in any Private Street Neighborhood, shall be undertaken, except with a prior vote or petition of the Owners holding sixty-six and two-thirds percent (66-2/3%) or more of all the votes of Owners in such Private Street Neighborhood. Upon the Association's receipt of written evidence of such vote or petition (which in either case shall be signed by all Owners voting in favor thereof), the Association will proceed with such capital replacement or improvement and assess the cost thereof to the Owners in such Private Street Neighborhood as a Special Neighborhood Assessment. For purposes hereof, any repair or replacement of Private Street Facilities or Subdivision Access Facilities that, in a single project or series of related projects would cost in excess of \$5,000.00 per Lot in such Private Street Neighborhood, will be considered a capital replacement for purposes of this provision, and any betterment or addition to the Subdivision Access Facilities will be deemed a capital improvement thereto.

Section 5. **Exemption of Certain Areas and Facilities from Assessment Liability.**

All Private Street Easements, Private Street Facilities, Subdivision Service Easements and Subdivision Access Facilities shall be exempt from the Assessments and liens created, reserved and/or contemplated in this Declaration (whether such Assessments are particular to the Private Street Neighborhood or otherwise).

Section 6. **Easement for Police, Mail and Emergency Access.** In each Private Street Neighborhood, as and when the same is platted, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Private Street Facilities and Subdivision Access Facilities in the performance of their duties. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Property in performance of mail delivery or any other United States Post Office services. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Private Street Facilities and Subdivision Access Facilities to render any service or perform any function contemplated herein.

Section 7. **Declarant and Association Access Easements.** An easement is hereby granted to Declarant and to the Association, and their respective officers, agents, employees and management personnel to enter in or cross over any Private Street Facilities and Subdivision Access Facilities and/or the Lots to render any service or to perform any maintenance, and to do all things reasonably necessary to provide services or perform maintenance, which the Association is permitted or required to provide or perform under this Declaration, including work permitted under Article III and all work necessary to construct, maintain, repair, replace and operate the Private Access Facilities.

Section 8. **Responsibilities of Association and Private Street Neighborhood Owners for Utility Costs, Taxes and Insurance Costs.** The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Private Street Facilities and Subdivision Access Facilities:

(a) The Association shall pay as a common expense of all Owners in the Private Street Neighborhood, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Private Street Facilities and the Subdivision Access Facilities or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners in the Private Street Neighborhood, shall pay all taxes levied or assessed against or upon the Private Street Facilities and the Subdivision Access Facilities and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners in the Private Street Neighborhood, a blanket property insurance policy or policies in such limits as the Association deems proper to insure the structures and facilities, if any, comprising the Private Street Facilities or the Subdivision Access Facilities and the contents thereof against the risks of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions. Said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided with respect to a particular Private Street Neighborhood shall be paid out of the maintenance fund but shall be assessed only against the

Owners in the particular Private Street Neighborhood to which they relate, as a Neighborhood Base Annual Assessment.

Section 9. **Adoption of Special Rules and Regulations by Owners in Private Street Neighborhoods.** In addition to the rulemaking authority of the Association, the Owners of Lots in a Private Street Neighborhood shall be entitled, upon a vote of sixty-six and two-thirds (66-2/3) percent or more of the votes of Owners in that Private Street Neighborhood, to adopt rules and regulations governing the use of the Private Street Facilities, Private Street Easements and Subdivision Access Facilities in their Private Street neighborhood. The Association, through its Board of Directors, will be empowered to enforce the above rules and regulations upon the appropriate number of Owners in such Private Street Neighborhood having signed and delivered such rules to the Association. Such rules and regulations must be consistent with the rights and duties established by this Declaration and any subsequent supplemental declarations. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot (and improvements located thereon), suspension of the right to vote, and, except as to ingress and egress upon the Private Street Easements and Private Street Facilities, suspension of the right to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 10. **Non-Liability of Association and Declarant for Owner Security.** If Subdivision Access Facilities exist or are provided from time to time in a particular Private Street Neighborhood, including devices or services intended to or which may have the affect of limiting or controlling access to the Private Street Facilities and Private Street Easements and the Lots in the Private Street Neighborhood, or providing patrol services, video cameras or otherwise monitoring activities within the Private Street Subdivision ("**Patrol and Monitoring Services**"), and may from time to time provide information through newsletters or otherwise regarding same (all such Subdivision Access Facilities, Patrol and Monitoring Services and advisories being herein referred to as "**Access, Patrol and Monitoring Services and Facilities**"). The Association has no obligation to provide, or to notify any Owner of discontinuance of, any Access, Patrol and Monitoring Services and Facilities, and no Owner will rely thereon in lieu of undertaking all necessary measures to ensure the safety of Owner and its Occupants, family, guests and invitees while on the Owner's Lot or within the Private Street Neighborhood. Without limitation of any other provision of this Declaration, each Owner and Member and their Occupants, family, guests and invitees, covenants and agrees with respect to any and all Access, Patrol and Monitoring Services and Facilities provided directly or indirectly by the Association as follows:

(a) Security is the sole responsibility of local law enforcement agencies and individual Owners and Members, their Occupants, and their respective guests and invitees. Access, Patrol and Monitoring Services and Facilities in any Private Street Neighborhood shall be provided at the sole discretion of the Board of Directors and the Owners in such Private Street Neighborhood as herein contemplated. The provision of any Access, Patrol and Monitoring Services and Facilities at any time shall in no way prevent the Board, with the consent of the Owners in such Private Street Neighborhood as hereinafter provided, from thereafter electing to discontinue or temporarily or permanently remove such Access, Patrol and Monitoring Services and Facilities or any part thereof.

(b) Any third party providers of Security Services (including those providing maintenance and repair of Security Facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, directors, committee members, agents or employees.

(c) Providing of any Access, Patrol and Monitoring Services and Facilities shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any Security Service or Facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(d) Each Owner, by his acceptance of a deed to a Lot in a Private Street Neighborhood, shall be deemed to have waived, on behalf of such Owner and such Owner's Occupants, and their respective family members, guests and invitees, any and all claims, now or hereafter arising against the Declarant and the Association and their respective officers, directors, committee members, agents and employees arising out of or relating to any injuries, loss or damages whatsoever, including, without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any person or property arising, directly or indirectly, from the providing or failure to provide any Access, Patrol and Monitoring Services and Facilities, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any Access, Patrol and Monitoring Services and Facilities, **WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DECLARANT OR THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.**

(e) To the extent the release in Section 10(d), above, is not deemed effective as to any Occupant or any family member, guest or invitee of an Owner or Occupant of a Lot in a Private Street Neighborhood, the Owner of each Lot in a Private Street Neighborhood hereby indemnifies and agrees to defend and hold harmless the Declarant and the Association, and their respective officers, directors, committee members, agents, and employees from and against any and all claims, actions, suits, judgments, damages, costs and expenses (including attorneys' fees and court costs) arising from bodily injury (including, without limitation, mental anguish, emotional distress and death) and/or loss or damage to property suffered or incurred by any such Occupant of such Lot, or any family member, guest or invitee of the Owner or Occupant of such Lot, as a result of criminal activity within or in the vicinity of the Private Street Neighborhood, **WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DECLARANT, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.** Any obligation or liability of the Association which is borne by the Association because of an Owner not abiding by such release and indemnity obligations under this Section shall be assessed by the Association against the Lot of the Owner who failed to perform such obligation giving rise to such liability, as a Special Individual Assessment against such Lot and its Owner. Nothing herein shall make any Owner of a Lot in a Private Street Neighborhood liable to the Association or any other Lot Owner in such Private Street Neighborhood for any bodily injury (defined above) and/or loss or damage to property of the Occupant, family member, guest or invitee

of any other Lot Owner in such Private Street Neighborhood.

(f) Each Owner shall be liable to the Association for any type of damage to the Private Street Facilities and/or the Subdivision Access Facilities to any equipment thereon which may be sustained by reason of the negligence of said Owner, his Occupant, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any other Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of such Owner's Lot or any portion of the Private Street Facilities or Subdivision Access Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs **WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.**

ARTICLE VI

EASEMENTS

Section 1. **General.** The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer and/or water line connections, or electricity, gas or telephone and cable television lines or drainage facilities, are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer and/or water line connections, or electricity, gas, telephone or cable television lines or drainage facilities, are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment (for their designed purposes) of such portions of said connections which service his Lot.

Section 2. **Reservation of Easements.** Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer such easements and/or the dedication rights retained herein.

Section 3. **Surface Areas of Utility Easements.** Easements for installation and maintenance of utilities are reserved by Declarant as shown and provided for on the recorded Plat(s), and/or in the deeds of conveyance by which such Lots are conveyed by Declarant to the subsequent Owner thereof, and/or in separate easement instruments recorded by Declarant prior to or contemporaneously with the conveyance of portions of the Property affected thereby. All electric, gas and telephone service within the Lots shall be located underground. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current. Subject to the applicable rules and regulations of the utilities owning lines or other facilities therein, and provided the Owner or the homebuilder makes any required or necessary arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such improvements, utility easements reserved within the Property for the underground service may be crossed by driveways, walkways, patios, brick walls and fences. Such easements for utilities shall, prior to construction of such underground service, be kept clear of all improvements other than fences. Neither Declarant, nor the grantor of such utility easements, nor any utility company using such utility easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other improvements (including crossing driveways, walkways, patios, brick walls or fences) of the Owner located on the land covered by said easements as a result of the maintenance, repair, installation, removal, reinstallation, upkeep, inspection or rearrangement or replacement of any underground utility lines, facilities or improvements installed by any such utility in such easements.

Section 4. **Public Streets.** All Lots within the Property shall abut and have access to a public street or, if in a Private Street Neighborhood, a private street as to which an easement is created as herein contemplated. Public street rights-of-way are or shall be shown on the Plat(s).

Section 5. **Emergency and Service Vehicles and Access.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including, but not limited to, private streets, in the performance of their duties. An easement is also hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service or perform any function contemplated herein.

Section 6. **Universal Easement.** Each Lot and its Owner within the Properties is hereby declared to have an easement, and such an easement is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to settlement or shifting of any improvements constructed thereon pursuant to Committee-approved Plans. There shall be easements for the maintenance of said encroachment by settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the negligence or willful misconduct of said Owner or Owners or their contractors, surveyors or engineers. Each Lot Owner grants a perpetual easement to the Association for any encroachment of Common Facilities onto such Owner's Lot caused by Declarant or the Association prior to such Lot Owner's purchase of said Lot. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to or a burden upon the Lot being serviced

and shall pass with each conveyance of said Lot.

Section 7. **Audio and Video.** In the event that audio and video communication services and utilities are made available to any of the Lots, pursuant to an agreement entered into by Declarant or the Association, in the form of an underground coaxial, fiber optic or other type of cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 8. **Electric Distribution System.** An electric distribution system will be installed within the boundaries of the Properties pursuant to one or more agreements for electric service to be executed and recorded by Declarant and the relevant utility. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three-phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes and such other appurtenances as shall be necessary to make electrical service available to the boundary of each Lot. The Owner of each occupied or improved Lot shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the exterior of the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service (the "**Electric Company**") shall make the necessary connections at said point of attachment and at the meter. Declarant has granted or will grant either by designation on the Plat(s) or by separate instrument, necessary easements to the Electric Company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires, but the Declarant has no responsibility for the construction of any electrical service facilities. In addition, the Owner of each Lot containing improvements shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Electric Company) for the location and installation of the meter of such Electric Company for each Living Unit involved.

The Electric Company has installed or will install the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's or the homebuilder's representation that the Property is being developed for Living Units, all of which are or will be designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and are built for sale or rent. Should this Declaration be modified by valid amendment to permit the erection on any part of the Property of one or more mobile homes (excluding temporary construction trailers), the Electric Company shall not be obligated to provide electric service to any such mobile home unless (a) owner or builder of such Lot has paid to the Electric Company an amount representing the excess in cost of any portions of underground distribution system that have been installed, over the cost of

equivalent overhead facilities to serve such area(s), or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Electric Company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of an underground distribution system to serve such Lot or Living Unit over the cost of equivalent overhead facilities to serve such Lot or Living Unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the Electric Company to be necessary. Nothing herein shall be construed to permit any mobile home or other non-permanent structure to be erected or maintained within the Property.

The provisions of the two preceding paragraphs also apply to any future development of Living Units within Properties shown on one or more Plats, as such Plats exist at the execution of the agreement for underground electric service between the Electric Company and Declarant (or a homebuilder) or thereafter. Specifically, but not by way of limitation, if the Owner of a Lot not in an area serviced by underground electric service facilities undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in an underground service area, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless the Owner or relevant homebuilder has paid the Electric Company as above described.

ARTICLE VII

UTILITY BILLS, TAXES AND INSURANCE

Section 1. **Obligation of the Owners.** Owners' utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall have his own separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him or any Occupant on his Lot.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon and shall, at his own cost and expense, directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) The Owner of each Lot shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own Living Unit on such Lot, and his additions and improvements thereto, including decoration, furnishings, and personal property therein; and also for his personal liability for injury, loss or damage to persons or property on such Owner's Lot.

Section 2. **Obligation of the Association.** The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Common Properties and Facilities:

(a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and the Facilities thereon and the appurtenances appertaining thereto or to any part thereof.

(b) The Association shall render for taxation and shall pay, as part of the common expenses of all Owners, all taxes levied or assessed against or upon the Common Properties and the Facilities thereon and appurtenances appertaining thereto or to any part thereof.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners in the Common Properties, a blanket property insurance policy or policies in such limits as the Association deems proper to insure the Association against the risks of loss or damage by fire and other hazards of the structures, facilities, and contents thereof as are covered under standard extended or all-risk coverage provisions. Said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Properties and Common Facilities, the Association, the Board of Directors, and the agents and employees of the Association, from and against liability in connection with the Common Properties and Common Facilities. The Association may, at its own expense, also acquire Director and Officer liability insurance and fidelity bonds.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Association maintenance fund as a common expense of all Owners and shall be a part of the Base Annual Assessment.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) That no policy may be cancelled, invalidated, or suspended on account of any act or omission of any one or more individual Owners or Occupants of the Lots;

(iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly-authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee; and

(v) That any "other insurance" clause in any policy exclude individual Lot Owners' policies from consideration.

Section 3. **Disbursement of Proceeds.** Proceeds of Association insurance policies covering fire or other casualty to property shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction (including permitting, design, clearing and disposal costs), as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Properties or Common Facilities, or in the event no repair or reconstruction is made, the balance of such insurance proceeds, shall be retained by and for the benefit of the Association.

If it is determined, as provided for in Section 5 of this Article, that the damage or destruction to the Common Properties or Facilities for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 4. **Damage and Destruction.** Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Properties or Facilities shall be repaired or reconstructed unless at least seventy five percent (75%) of all votes in the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extensions shall not exceed an aggregate of an additional sixty (60) days. No Mortgagee of a Lot shall have the right to participate in the determination of whether the Common Properties or Facilities damaged or destroyed shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Properties or Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Properties by the Association in a neat and attractive condition.

Section 5. **Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to

defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a Special Universal Assessment against all Class A Members and Class B Members in proportion to the number of votes attributed to the Lots owned by them. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE VIII

CONDEMNATION

In the event that all or any part of the Common Properties shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Properties in lieu of or under threat of condemnation or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of a quorum of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose. The award made for such taking shall be payable to the Association to be handled and disbursed as follows:

If the taking involves a portion of the Common Properties on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Properties, to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not affect any improvements on the Common Properties, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine from time to time, including, but without obligation to do so, to reduce or defray Base Annual Assessments for a period of time determined by the Board.

ARTICLE IX

MAINTENANCE AND REPAIRS

Section 1. **By the Owners.** In addition to any other obligations of Owners of Lots as stated elsewhere in this Declaration, it shall be the duty, responsibility and obligation of each Owner, at his own cost and expense, to care for, maintain and repair the exterior and interior of all improvements on his Lot, including the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway(s), sidewalks and fences which are situated on his Lot, excepting only Association-owned improvements located in any easement benefiting the Association, which shall be maintained by the Association. The Association shall have the right to enforce the requirements of this Section by any means provided for enforcement of this Declar-

ation, including by self-help entry and repairs by the Association at the cost and expense of a Lot owner as a Special Individual Assessment hereunder. If any improvement on a Lot is damaged or destroyed, the Owner shall promptly commence and diligently proceed to complete the restoration of such improvements to their condition existing prior to such damage or destruction (but, to the extent of new requirements of the Architectural Control Guidelines or new law, then in compliance therewith) or, in the alternative, raze or remove such improvement and landscape the Lot pursuant to a "Removal Plan" approved by the Modifications Committee.

Section 2. **By the Association.** The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property, Common Facilities and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are located on such Owner's Lot. If the appropriate county agency's or utility district's maintenance standards are not acceptable to the Board of the Association, the Board has the additional right, but not the obligation, to have the grass or vegetation cut and maintained in a neat and sanitary manner on land that is owned by or dedicated to Brazoria County Flood Control District or any municipal utility district and that lies within the Properties (or adjacent thereto).

ARTICLE X

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **The Common Properties.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Properties and Facilities (including furnishings and equipment related thereto) and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. All landscape reserves dedicated in any Plat (or to the Association in any separate recorded instrument) shall be utilized and maintained as Common Properties for the Association and for no other purpose.

The Board of Directors shall be authorized to contract with outside associations or with developers of areas outside the Properties to share usage of the recreational Common Facilities of this Association. Such contract shall set forth usage privileges and obligations and monetary payment for such privileges to the Association. All arrangements, fee schedules and contracts will be on terms no more favorable to such users than made available to the Members, but otherwise will be developed and approved at the total discretion of the Board of Directors of the Association.

Section 2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary

sewer systems, storm water facilities, streets and esplanades situated in the Common Properties and to unilaterally terminate or modify these restrictive covenants with respect to such dedicated Property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 3. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this initial Declaration and any subsequent Supplemental Declarations. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot (and improvements located thereon), and suspension of the right to vote, to use the Common Properties and Facilities, and to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 4. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein necessary to effectuate any such right or privilege.

ARTICLE XI

RESTRICTIONS OF USE

Section 1. Single Family Residential Use and Construction Only.

(a) Each Lot shall be used only for the construction of Living Units (i.e., detached single-family residential structures), and residential-related improvements and amenities not intended for occupancy. Living Units and Lots shall be used only as a residence for a single family of individuals related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners (excluding cooperative-type ownership if being used to avoid the intent of this restriction). All Living Units and other improvements erected, altered, or placed upon any Lot within the Property shall be of new construction. No part of any Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes, nor (subject to constraints of applicable law) for any commercial use of a residential nature (e.g., as a boarding house, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, church or place of religious assembly, etc.). No activity, whether for profit or not, which is not directly related to single-family residential use, shall be carried on upon any Lot, except on those Lots which may be designated by the Declarant for use as sales offices, construction offices and storage facilities for a period of time commensurate with home construction and sales within the residential sections of the Property. Notwithstanding the foregoing, however, any Occupant of a Lot may engage in a home occupation on a full or part-time basis upon the Lot if and only if (A) such business is transacted or conducted (insofar as activity on or within the Lot is concerned) entirely through telephone communication (including facsimile transmissions, computer modems and

similar communications equipment), (B) there is no visible manifestation exterior to the Living Unit structure that would indicate that such home occupation is being conducted in the Living Unit, and (C) the home occupation usage complies with the following other specific restrictions:

(i) No employees of the business (other than the permitted occupant(s) or permitted resident(s) conducting the business) shall be permitted on the Lot in connection with the conduct of the business;

(ii) The business shall not permit customers to visit the Lot in connection with the business being conducted thereon;

(iii) No inventory of the business (other than samples) shall be stored on the Lot;

(iv) The home occupation use shall not generate any noise that would be in excess of or materially different in nature from that normally associated with a strictly residential use;

(v) The home occupation use shall not cause there to be traffic generated on or in the vicinity of the Lot in excess of that normally associated with a strictly residential use;

(vi) There shall be no assembly, fabrication or manufacturing process carried out on the Lot in connection with such home occupation;

(vii) There shall be no shipping of goods, parts, products, equipment, inventory or materials to or from the Lot in connection with such home occupation; and

(viii) There shall be absolutely no signage or advertisement of the home occupation business located on the Lot, whether permanent or temporary in nature.

(b) Notwithstanding the foregoing, however, certain Lots (including Lots) may be designated by Declarant for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Property. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any portion of the Properties which may be or become an annoyance or nuisance to the owners or users of the Property.

(c) No Living Unit shall be occupied by permanent residents numbering more than two (2) multiplied by the number of rooms designated as a "bedroom" or "alternate bedroom" on the Plans and Specifications for such Living Unit approved by the relevant Architectural Committee. A person shall be conclusively deemed a "permanent resident" if the person is expected to continue in occupancy on a regular basis for in excess of six months, or if the person does not own or have under bona fide lease in his or her name any other lawful place of abode (unless the person is a legal dependent of a person who owns or leases the Living Unit).

(d) Unless the Supplemental Restrictions for a particular neighborhood provide for a decrease in such percentage requirement or the New Construction Committee otherwise agrees in

writing because of special circumstances relating to the orientation of the Living Unit, the exterior finish or construction of a Living Unit shall be at least sixty-six and two-thirds percent (66-2/3%) brick, stone, or other masonry on the first floor. In computing such percentages, roof areas shall be excluded, but garages, porches, and other structures constituting part of the Living Unit proper shall be included. All exterior wood products shall require the written approval of the relevant Architectural Committee. No building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling and a private garage for not less than two (2) cars nor more than three (3) cars. No carports shall be permitted on any Lot within the Properties, except that porte cochere-type structures that are attached and architecturally integrated into a Living Unit may be approved by the Committees on a case-by-case basis. The maximum allowable height of any residential structure shall not exceed two and one-half (2-1/2) stories. For purposes hereof, the one-half (1/2)-story of a two and one-half story Living Unit must be contained within the peaked roof line of the Living Unit, subject only to window protrusions from the roof.

Use in compliance with this Section is herein called "Single-Family Residential Use."

Section 2. **No Temporary Structures.** No structure of a temporary character, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time, except as may be approved by the Association, but in no event shall any such approved temporary structure on a Lot be used as a residence, either temporarily or permanently.

Section 3. **Reasonable Enjoyment.** No nuisance shall ever be erected, placed, or suffered to remain upon any Lot, and (subject to the Declarant's rights reserved herein) no Owner or Occupant of any Lot shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or Occupant. The Association's Board of Directors is hereby authorized to conclusively determine what constitutes a violation of this restriction.

Section 4. **Animal Husbandry.** No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Board), snakes or livestock of any kind shall ever be kept in or upon any part of the Property, except that (i) dogs, cats or other common household pets may be kept by the Owner or Occupant of any Living Unit, provided they are not kept for any commercial purpose. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence or a leash, or kept within the Living Unit. No animal shall be permitted to run freely away from its Owner's Lot and must be controlled by a leash. All applicable leash and licensing laws in effect in Brazoria County shall, to the extent more restrictive than this provision, also apply to this animal husbandry provision and shall be complied with by all Owners and Occupants of Lots.

Section 5. **Trash and Rubbish Removal.** No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain for extended periods on any Lot, except in approved containers inside a structure. The Owner of each Lot shall remove such trash and other prohibited matter from his Lot at regular intervals at his expense. During any hours when such refuse containers on a Lot are outdoors for pick up by any trash collecting company, all such prohibited matter shall be placed in sanitary refuse containers with tight-fitting lids which shall be

maintained in a clean and attractive condition and, if so required by the Association, in containers of a uniform type. No trash containers shall be placed outside on any Lot earlier than 6:00 a.m. on the day of pick up. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 6. **Oil and Mining Operations.** Except upon and within drill sites designated by Declarant or its predecessors in title to the Property, which Declarant shall have no obligation to any Owner to approve or designate under any circumstance, no oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

Section 7. **Prohibited Use.** Without limitation of the foregoing, industrial use of Lots is expressly prohibited. No use of any Lot shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on or with respect to any of the Lots which is determined by the Board to be obnoxious to or out of harmony with a distinctive residential community, including, but not limited to, any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation. No excavations shall be made, and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided by the New Construction Committee. No burning of rubbish or trash shall be permitted at any time.

Section 8. **Septic Tanks.** No privy, cesspool or septic tank shall be placed or maintained in the Property.

Section 9. **Declarant's Rights During Development Period.** During that period of time while any parcels of land, Lots or Living Units located within the Property are being developed and marketed (the "**Development Period**"), the Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties and land owned by the Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the Properties. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes and other structures as Declarant may reasonably deem necessary or proper with the promotion, development, and marketing of land within the Property during the Development Period.

Section 10. **Builder Rights.** During the Development Period, the Declarant shall have the right to allow any one or more approved homebuilders (a "**Builder**") the right to erect and maintain such signs, model homes, and other structures Declarant may reasonably deem necessary or proper in connection with such Builders' promotion, development, and marketing of Lots and residential improvements located within the Property. The approvals granted by the Declarant as described above are discretionary and may be revoked in the manner specified in an agreement between Declarant and the Builders or, if there is no agreement, a Builder shall be given at least ten (10) days' notice to comply with any revocation of approval by the Declarant.

Section 11. **Storage of Boats, Trailers and Other Vehicles and Equipment.** No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Declarant or the Association shall be permitted to park on any Lot except in an enclosed structure or behind a solid fence, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon from and during the time of necessity therefor. This restriction shall not apply to automobiles or small non-commercial passenger trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway which has been approved by the New Construction Committee. Storage of approved vehicles on the driveway or street right-of-ways is defined as parking without removal for a period of forty eight (48) hours or more during a period of seven (7) consecutive days. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. No vehicle shall ever be permitted to park on a driveway on a Lot at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 12. **Clothes Lines.** No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure so as not to be visible to public view.

Section 13. **Construction Work.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work on new construction of a Living Unit shall be permitted only after 6:00 A.M. and before 8:00 P.M., and on modification or alteration work subsequent to original construction, only after 8:00 A.M. and before 7:00 P.M.

Section 14. **Television and Radio Antennas and Satellite Dishes.** Without the prior written authorization of the New Construction Committee or the Modifications Committee, as the case may require, no television or radio antenna of any sort shall be placed, allowed or maintained outside a Living Unit or on the exterior of any permitted building or other improvement located on a Lot within the Property. The New Construction Committee or Modifications Committee shall, however, authorize the installation of one (1) satellite or microwave receiving dish on each Lot within the Property provided (without limitation) the size, style, color, placement, location, height, screening and street visibility requirements as provided in the New Construction Committee Architectural Control Guidelines and Modifications Committee standards (as the case may be) are adhered to, or in the absence of any such guideline or standard such Committee approves same as being in architectural and aesthetic harmony with the balance of the Property; provided, however, that such regulations and requirements of the New Construction Committee or Modifications Committee (or the Board should it succeed to the rights and responsibilities of either) shall at all times be in compliance with applicable federal, state and local laws, ordinances and regulations concerning an Owner's reasonable right of access to broadcast, programming, telecommunications and similar services offered via microwave or satellite transmission. Unless mandatory under applicable law, under no circumstances shall a satellite dish be permitted (at any point in its rotation or angle) to be closer than ten (10) feet from a property line of any Lot.

Section 15. **Electrical, Telephone and Other Utility Lines.** All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the

Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the New Construction Committee.

Section 16. **House Numbers and Mail Boxes.** House numbers, mail boxes and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community and be continually maintained in an attractive manner. The decision of the New Construction Committee or Modifications Committee, as applicable, that any such matter is not harmonious shall be final.

Section 17. **Signs, Advertisements, Billboards.** No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Lot except for one (1) sign on each Lot, which sign may not exceed six (6) square feet, for the purpose of advertising the Property for sale or rent, except signs used by Declarant, or its successors or assigns, for a period of time commensurate with its home construction/sales program. No sign shall be permitted that shall advertise that a Property has been or will be foreclosed. Declarant and the New Construction Committee shall have the right to remove any non-conforming sign. Except as provided to the contrary herein, in no event shall the use of flags or banners be permitted in the promotion or sale of any Lot or Living Unit in the Property, except those owned by Declarant or a Builder. The New Construction Committee must approve any use of said items by Declarant or any Builder.

Section 18. **Lot Maintenance.** The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, bird-houses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the New Construction Committee or the Modifications Committee. The Association or Declarant shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such Owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent Property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such Property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such Property at the time such work is performed by the Association shall be personally obligated to reimburse the Association (or Declarant, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Declarant, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same to the extent performed by the Association shall be secured by a lien on such Owner's Lot, subject to liens then existing thereon. Such lien shall be enforceable as any other

Assessment lien as provided in this Declaration.

Section 19. **Removal of Dirt and Trees.** The digging or removal of dirt from any land is expressly prohibited except as necessary in conjunction with the initial construction and subsequent landscaping or improvements. No trees shall be removed without the prior written approval of Declarant or New Construction Committee, as applicable, except to remove the dead or diseased trees, to provide room for permanent improvements, or to permit construction of drainage swales.

Section 20. **Roof Ventilators or Projections.** All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. Declarant and the New Construction Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from view as described above. No projections of any type shall be placed or permitted to remain above the roof of any Living Unit or related structure with the exception of one (1) or more chimneys and one (1) or more vent stacks without the written permission of the New Construction Committee.

Section 21. **Window Coolers.** No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

Section 22. **Driveways.** The Owner of each Lot shall construct and maintain at his expense a driveway of not less than ten feet (10') in width (unless such minimum width has been increased in a particular Neighborhood by Supplemental Declaration) from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. The New Construction Committee reserves the right to restrict the location of any driveway on any Lot. Such restriction will be so stated in the Supplemental Restrictions recorded for any or all Neighborhoods within the Property.

Section 23. **Sod.** The Owner of each Lot, as a minimum, shall solid sod the front and side yards of his Lot with grass and shall at all times maintain such grass in a neat, clean and attractive condition, periodically resodding damaged areas of the lawn as they occur. The grass shall be of a type and within standards prescribed by the New Construction Committee in the Plans.

Section 24. **Trees.** Prior to the occupancy of the Living Unit on each Lot, and on or before the time each Lot is planted with grass or shrubbery, the Owner of such Lot shall plant live trees of a number and size specified on a Neighborhood-by-Neighborhood basis in the Supplemental Declaration for such Neighborhood. Such trees shall be of a type and in a location approved by the New Construction Committee on a Lot-by-Lot basis. If pine trees are planted, group planting may be required. This requirement (as supplemented by specific restrictions contained in Supplemental Declarations for the Neighborhoods) includes each Lot or partial Lot upon which no dwelling or structure is erected but which is conveyed at any time to the Owner of an adjoining Lot upon which a Living Unit or other permitted structure has been erected. Trees

which are planted in satisfaction of the requirements of this paragraph and which subsequently die or are uprooted for any reason must be replaced within thirty (30) days. Enforcement of this paragraph may be in accordance with the provisions of Section 17 hereinabove.

Section 25. **Outbuildings.** No treehouse or children's playhouse shall be permitted on any Lot in the Property without prior written approval of the New Construction Committee or the Modifications Committee, as the case may require. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to eight feet (8') in height and shall be subject to approval by the New Construction Committee. Temporary structures may be used as building offices and other related purposes by Declarant or a Builder. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot, provided that metal storage sheds may be permitted in styles and locations approved in the discretion of the New Construction Committee or the Modifications Committee, as the case may require. The New Construction Committee or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, playstructures (including basketball backboards and hoops), and storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the relevant Architectural Committee to be architecturally and aesthetically compatible with the design of the Living Unit thereon and other structures in the Neighborhood or nearby Property. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed closer to the front or side Lot lines facing on any adjacent street than the applicable building set-back line along such street. No outbuilding or play structure will be permitted to be: (a) placed on an easement; or (b) located nearer to a Lot boundary than the applicable building set-back established by Plat or Supplemental Declaration. The New Construction Committee is hereby authorized to determine what constitutes a violation of this restriction.

Section 26. **Lot Drainage.** All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless an easement for such purpose is granted; provided, however, that the New Construction Committee shall have the right, in its discretion, to grant the developer of Lots adjacent to Common Property to drain in part into and upon the adjacent Common Property in an approved manner. The Owner shall provide drains or swales to effect such drainage upon construction of the dwelling unit of the Lot, and any portion of the curb of the street which is cut or broken for purposes of installing any type of drain pipe or device shall be promptly repaired and restored to its prior condition by the Owner of that Lot. The foregoing provisions of this paragraph apply unless the Supplemental Declaration for the particular Neighborhood creates (or works in conjunction with a separate recorded instrument that creates) mutual or necessary easements for drainage patterns in the particular Neighborhood in which drainage from certain Lots across other Lots in the same Neighborhood is permitted.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Property.

(c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 27. **Building Height; Minimum Square Footage.** No building or Living Unit on any Lot in the Property shall exceed two and one-half (2-1/2) stories in height. Furnished attics and/or basements shall not be considered for the purposes of this Section 26 to be separate stories. No Living Unit shall contain less than the minimum per square foot living area provided for in the relevant Supplemental Declaration for such area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the face of the outside walls of the living area.

Section 28. **Building Requirements.** As to each Lot in the Property, the following building requirements shall apply unless the New Construction Committee agrees to the contrary in writing, to-wit:

(a) No building (i) shall be placed or built on any Lot nearer to the front Lot line or nearer to a side Lot line than the building lines therefor shown on the relevant subdivision Plat, or (ii) shall encroach on any easement shown on the relevant subdivision Plat unless (A) approved in writing by the New Construction Committee as having resulted from setting or shifting of improvements, and (B) permitted by applicable law and governmental authorities having jurisdiction.

(b) Before the Living Unit constructed on the Lot is completed, the Owner shall construct an improved walkway of a size, nature, type and configuration to be approved by the New Construction Committee.

(c) Each Living Unit located on a corner Lot shall face the public street having the lesser frontage, unless otherwise approved by the New Construction Committee or otherwise provided in an applicable Supplemental Declaration.

(d) Orientation of each garage entrance to the public street on which the Living Unit fronts, and other aspects of garage location, type, configuration and construction materials shall be as approved by the New Construction Committee or in any applicable Supplemental Declarations filed (now or hereafter) in the Real Property Records of Brazoria County, Texas, with respect to the particular Lot or Neighborhood in question.

Section 29. **Walls and Fences.** No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, except in special circumstances necessitated by the geography and platting of a particular Neighborhood and specifically permitted by the Supplemental Declaration(s) affecting such Neighborhood. No fence or wall shall be more than eight (8) feet in height, unless otherwise permitted in a Supplemental Declaration or unless

approved for such Lots in writing by the New Construction Committee or Modification Committee, as the case may be, in their sole judgment and discretion. No chain-link fence type construction will be permitted on any Lot except, however, Declarant is exempt from this prohibition as long as it owns portions of the Property. Any wall or fence erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall or fence thereafter. Approval of the New Construction Committee shall be obtained prior to the erection of any wall or fence on any Lot.

All walls and fencing shall be made of wood, ornamental metal or brick except as set forth herein or in any applicable Supplemental Declaration filed by Declarant, or as otherwise permitted in the discretion of the relevant Architectural Committee. The use of chain link fencing is prohibited on all Lots, except for tennis courts and other special applications, and then only with prior written permission from the relevant Architectural Committee.

Specific Lots in the Property are subject to the requirement that uniform fencing be constructed and maintained as specified by the New Construction Committee along the building set-back lines of such Lots adjacent to the roads and/or landscape reserves which abut such Lots, such fencing to be more specifically addressed in the subsequent Supplemental Declaration for each particular Neighborhood or in the New Construction Committee guidelines.

Section 30. **Roofs.** The roof of each Living Unit shall be covered with asphalt or composition type shingles of a weight and color approved by the New Construction Committee, or such other architecturally compatible and attractive roofing material as may from time to time be approved by the New Construction Committee in its sole discretion for particular Lots or areas. The decision with regard to shingle weight and color shall rest exclusively with the New Construction Committee or the Modifications Committee, as the case may be, and their respective decisions regarding same shall be final and binding. All roof stacks and flashings must be painted to match the approved roof color.

Section 31. **Garages.** The Supplemental Declaration to be filed of record for each specific Neighborhood shall further restrict certain Lots in regards to garage access from certain streets within the Property and other matters relative to garage construction materials, styles and construction standards.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTY; DEANNEXATION

Section 1. Annexation Without Approval of Membership.

(a) As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant, its successors or assigns, shall have the unilateral right, privilege, and option, from time to time at any time until twenty (20) years from the date this initial Declaration is recorded in the Office of the County Clerk of Brazoria County, Texas, to annex and subject to the provisions of this Declaration and the jurisdiction of the Association any property it may desire, whether in fee simple or leasehold, whether contiguous or non-contiguous, by filing in the Brazoria County, Texas, Real

Property Records a Supplemental Declaration annexing such property as more fully described below. Such Supplemental Declaration shall not require the vote of Members of the Association or approval by the Association or any person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Brazoria County, Texas, Real Property Records, unless otherwise provided therein.

Any such annexation or addition shall be accomplished by the execution and filing for record by Declarant (or the other Owner of the Property being added or annexed, to the extent such Owner has received a written assignment from Declarant of the right to annex), of an instrument to be called "SUPPLEMENTAL DECLARATION." Each Supplemental Declaration of annexation must set out and provide for the following:

(i) the name of the Owner of the Property being added or annexed who shall be called the "Supplemental Declarant" for purposes of that Supplemental Declaration of annexation, but unless such Owner/Supplemental Declarant is the Declarant named herein (or its successor or assignee), the Supplemental Declarant (whether or not shall not correctly referred to in the Supplemental Declaration) shall not be the "Declarant" for any purposes referenced in this Declaration or any other Supplemental Declaration;

(ii) the legally sufficient perimeter (or recorded subdivision) description of the Property being added or annexed, separately describing all portions of the annexed Property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, those portions that are to comprise Lots, and those portions that comprise Common Property (those being the only three permitted uses for annexed Property);

(iii) a mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Property and Facilities;

(iv) that the Property is being added or annexed in accordance with and subject to the provisions of this initial Declaration, as theretofore amended, and that the Property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration as theretofore and thereafter amended;

(v) that all of the provisions of this Declaration, as theretofore amended, shall apply to the Property being added or annexed with the same force and effect as if said Property were originally included in this Declaration as part of the Initial Property (subject to such modifications and exceptions as are stated therein and approved by the Association and Declarant as required herein); and

(vi) that a contract lien is therein reserved in favor of the Association, in the same manner as herein provided, to secure collection of the Assessments provided for, authorized or contemplated herein or in the Supplemental Declaration of annexation.

Each such "Supplemental Declaration" may contain other provisions not inconsistent with the provisions of this Declaration, as amended.

At such time as any "Supplemental Declaration" (of annexation) is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this initial Declaration (as theretofore amended), and to the jurisdiction of the Association, in the same manner and with the same force and effect as if such annexed Property had been originally included in this initial Declaration as part of the Initial Property.

After additions or annexations are made, all Assessments collected by the Association from the Owners in the annexed areas shall be commingled with the Assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional Property to this development.

Section 2. **Annexation With Approval of Membership.** Subject to the written consent of the owner thereof, upon the written consent by affirmative vote of two-thirds (2/3) of the total number of votes of the Association present or represented by proxy at a meeting duly called for such purpose, but only if Declarant approves the same in writing during any period when the Declarant is the Owner of any Lot or Acreage Tract subject to this Declaration, the Association may annex or permit the annexation of real property to the provisions of this Declaration and the jurisdiction of the Association by filing, or having the party owning such property file, a Supplemental Declaration in respect to the Property being annexed in the Brazoria County, Texas, Real Property Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon recording in the Brazoria County, Texas, Real Property Records unless otherwise provided therein. The timing of and manner in which notice of any such meeting of the Members of the Association, called for the purpose of determining whether additional Property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Section 3. **Deannexation.** At any time and from time to time, as Declarant may determine in its sole and absolute discretion, without any obligation or liability to any Owner or any Owner's lender by reason thereof, Declarant may remove Property owned by it from this Declaration (and, thereby, from the jurisdiction of the Association) by filing in the Real Property Records of Brazoria County, Texas, a "Notice of Deannexation of Property" stating that the parcel or parcels of land described therein are no longer part of the Property or subject to this Declaration. Such deannexation shall be effective immediately upon the filing of the Notice of Deannexation in the Brazoria County, Texas, Real Property Records, without notice to any party whomsoever, including, without limitation, any other Owner.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. **Assignment of Declarant Rights.** Declarant may assign or transfer some or all of its rights as Declarant hereunder to one or more third parties provided that (i) at the time of

the assignment such assignee owns more than one Lot (or, contemporaneously with the assignment of the Declarant's rights, is being conveyed more than one Lot), and (ii) such assignee is expressly designated in writing by CENTENNIAL HOMES, INC., as an assignee of all or part of the rights of CENTENNIAL HOMES, INC., as Declarant hereunder. In any assignment of all or part of the Declarant's rights to a third party pursuant to the terms hereof, CENTENNIAL HOMES, INC. may specify that the assignee or designee has or does not have the right (or has a limited right) to further assign the Declarant rights being transferred to the assignee. However, in the absence of any reference to a restriction on further assignment, the assignee shall have the right to further assign such transferred Declarant rights on the same terms as are stated above for CENTENNIAL HOMES, INC., except that the assignment under clause (ii) will be executed by the assignee of Declarant's rights having such power of assignment, and the assignment by such assignee may not transfer Declarant's rights more expansive than those transferred to the assigning Declarant pursuant to the assignment instrument by which it received such rights. Any attempted assignment or transfer of Declarant's rights hereunder which does not strictly comply with the requirements of this Section shall be liberally interpreted as being in compliance with the requirements hereof if the intent of the parties to transfer Declarant's rights pursuant hereto is reasonably clear.

Section 2. **Enforcement.** The terms and provisions of this Declaration shall run with and bind the land included in the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration. Failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 3. **Incorporation.** The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subjected to the terms and provisions of this Declaration.

Section 4. **Covenants Running With Title.** The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 5. **Amendments.** This Declaration may be amended in whole or in part by any instrument executed by the President of the Association when approved by Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all Members of the Association, regardless of whether such Members are or are not present at a meeting of the Members called for that purpose. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended. All amendments shall be recorded in the Real Property Records of Brazoria County, Texas. Nothing herein or in any Supplemental Declaration shall permit or be construed to permit the Owners of Lots within a given Neighborhood or a portion of the Property annexed by Supplemental

Declaration to alone decide to de-annex all or any part of such Neighborhood or annexed Property from this Declaration or the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not requiring any particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 6. **Amendments by Declarant.**

(a) Declarant shall have and reserves the right, at any time and from time to time without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

(b) Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within this Declaration so long as Declarant owns at least eighty-five percent (85%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction may be done by Declarant without the consent or joinder of the other fifteen percent (15%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 7. **Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. This Declaration and the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 8. **Indemnification and Hold Harmless.**

(a) **By the Association.** The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors

Declaration to alone decide to de-annex all or any part of such Neighborhood or annexed Property from this Declaration or the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not requiring any particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 6. **Amendments by Declarant.**

(a) Declarant shall have and reserves the right, at any time and from time to time without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

(b) Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within this Declaration so long as Declarant owns at least eighty-five percent (85%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction may be done by Declarant without the consent or joinder of the other fifteen percent (15%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 7. **Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. This Declaration and the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 8. **Indemnification and Hold Harmless.**

(a) **By the Association.** The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors

shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) **By an Owner.** Each Owner shall be liable to the Association for any damage to the Common Properties and/or Facilities of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the recreational facilities or other Common Properties or Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs.

Section 9. **Rights of Mortgagees and Lienholders.** No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee or lienholder under any mortgages or deed of trust or the rights of any assignee of any mortgagee or lienholder under any such mortgage or deed of trust.

Section 10. **Right to Subdivide or Resubdivide.** Prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots and/or Common Property reserves, by recorded Plat or in any other lawful manner, all or any part of the land included within the Property. During any period that Declarant owns any part of the Property, Declarant's prior written approval must be obtained to any subdivision plat to be filed of record by any Owner if such Plat would result in the division of the Property being Platted into more platted lots or reserves than was the case prior to the recordation thereof. Except for Platting by Declarant, the Association's prior written approval shall also be required for any subdivision Platting which changes the boundaries of any Plat previously filed or approved by Declarant or the Association.

Section 11. **Building Plots.** With the written approval of the New Construction Committee and, during any period that Declarant owns any part of the Property, Declarant, the Owner of a Lot may designate a part of the Lot, and/or the Owner(s) of a group of Lots in which each Lot is adjacent to one or more of the other Lots in the group may designate those Lots or any combination of such Lots and adjoining portions of other Lots owned by such group, to be a building site or building sites hereunder. The front, rear and side boundary lines of the Platted Lots affected by such designation, as such lines are designated herein or on the subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes; provided, however, that if replatting is necessary to amend setbacks shown on the

relevant Plat(s) for such combined Lots to allow legal use of such combined Lots (or portions) as a single Lot for setback purposes as herein contemplated (i.e., to amend setbacks otherwise required by law and not included on the Plat simply for purposes of showing set-backs established by this Declaration), then the Owner or Owners of such Lots (or portions) to be included in such building site shall be required, as a condition to commencing any construction in violation of setbacks established on the recorded Plat or Plats affecting such Lots and at their sole cost and expense (in addition to compliance with all other terms and conditions of this Declaration), to cause the relevant Plat(s) to be amended as they relate to such building site in order to conform to the set backs required herein for such building site. Improvements, limited to the improvements permitted in this Declaration or subsequent Supplemental Declarations, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the New Construction Committee (and Declarant, as applicable), shall thereafter be a Lot for all purposes of this Declaration, except that all future Assessments payable by the Owner of a building site comprised of several Lots combined into one building site in accordance with this Section 11 will be based upon one Assessment for each of the originally Platted Lots (or portions) so combined.

Section 12. **No Obligation as to Adjacent Property.** The Property is or may be a part of a larger tract or block of land owned by or under contract to Declarant. While Declarant may subdivide other portions of its property now or hereafter acquired, or may subject the same to a declaration similar to or dissimilar from this Declaration, Declarant shall have no obligation to do so. If Declarant elects to subdivide, any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same as or as similar to or dissimilar from any subdivision Plat, this Declaration or Supplemental Declaration covering the Property, or any part thereof, as Declarant may desire and determine in its sole and exclusive discretion. Some of the tracts shown as "Acreage" on the initial Property Plats are or may be a part of the other property of Declarant referred to in this Section.

Section 13. **Renting or Leasing.** Improvements on Lots may be rented or leased only by written leases and subject to the following restrictions:

(a) All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

(b) Each Owner agrees to cause his lessee, Occupant, or persons living with such Owner to comply with this Declaration, By-Laws, and the rules and regulations promulgated thereunder and is responsible for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such Occupants of the Living Unit are fully liable for any violation of the documents and regulations; failure to comply shall, at the Board's option, be considered a default under the Occupant's lease.

(c) In the event that a lessee, Occupant or person living with the lessee violates a provision of this Declaration, By-Laws or rules and regulations adopted pursuant to thereto, the Board shall have the power to bring an action or suit against the lessee or other Occupant and/or Owner (in the Association's sole discretion) to recover sums due for damages or injunctive relief, or

for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

(d) The Board of Directors shall also have the power to impose reasonable fines upon the lessee, other Occupant and/or the Owner for any violation by the lessee, Occupant, or person living with the lessee of any duty imposed under this Declaration, the Association By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, Occupant or person living with the lessee to use the Common Properties and Common Facilities. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument causing any part of the Property to become subject to this Declaration and/or any Supplemental Declaration.

Section 14. **Notice.** Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when: (i) delivered in person and receipted for; or, (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, to the Owner's last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent. The initial address for the Association and Declarant shall be:

16285 Park Ten Place, Suite 300
Houston, Texas 77084

Such address for the Association and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Brazoria County, Texas, specifying a different address for the party filing such supplement (in which event such address specified in such supplement shall be the address, for the purposes of this Section 14, for the addressee named in such supplement).

Section 15. **Enforcement.** The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, the Association and each Owner of the Properties or any part thereof, their respective heirs, legal representatives, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of this Declaration for a period of thirty (30) days after written notice from Declarant or any Owner, as the case may be, Declarant or any Owner shall have the right, but not the obligation, to enforce such provisions. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or

parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Section 16. **Good Faith Lender's Clause.** No violation of this Declaration shall affect any lien or deed of trust of record upon any Property subject to Assessment or any part of the Property, when held in good faith. These liens may be enforced in due course, subject to the provisions of this Declaration.

Section 17. **Conflict with Deeds of Conveyance; Declarant's Rights.** If any part of this Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where rights are reserved to Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 18. **Duration.** This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Brazoria County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless, on or before one year prior to the date of stated expiration/automatic renewal of this Declaration, an instrument signed by the Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all of the Classes of Membership viewed as a whole has been filed for record in the Office of the County Clerk of Brazoria County, Texas, agreeing not to renew this Declaration as of the next following automatic renewal date. No particular area or Neighborhood annexed herein by Supplemental Declaration or otherwise made a separate Neighborhood hereunder, nor the Owners thereof, shall be entitled to elect not to renew the term hereof, as it pertains to such Neighborhood, except upon a vote of the requisite percentage (set forth above) of all Members of the entire Association, including those Members owning Lots within and those owning Lots outside of the Neighborhood or annexed area that desires non-renewal.

Section 19. **Severability.** Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 20. **Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all case be assumed as though in each case fully expressed.

Section 21. **Titles.** The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 22. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Declaration is executed this the 11 day of December, 2001.

DECLARANT:

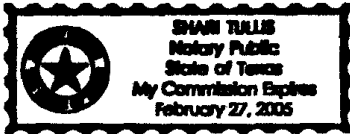
CENTENNIAL HOMES, INC., a Texas corporation

By: Joel M. Marshall
Name: Joel M. Marshall
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, a Notary Public in and for said State, on this 11 day of December, 2001, by Joel M. Marshall, the Vice President of **CENTENNIAL HOMES, INC.**, a Texas corporation, on behalf of said corporation.

(AFFIX SEAL)



Shari Tullis
Notary Public in and for
The State of Texas
Shari Tullis
Notary's Printed Name
My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Jonathan Peckham
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

159.335 Acres

A.C.H.&B.R.R Co.Survey
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a 159.335 acre tract located in the A.C.H.&B.R.R Co. Survey, Abstract No. 415, Brazoria County, Texas: being a portion of a called 160.359 acre tract conveyed to Doug Wilson, Trustee, by Deed as described in Volume 1445, Page 65, Volume 1445, Page 73 and Volume 1445, Page 81 of the Brazoria County Deed Records; said 159.335 acre tract being more particularly described as follows with all bearings being based on North 03°15'14" East, along the west right-of-way line of County Road 90 as described in Clerk's File No. 94-024772 of the Brazoria County Deed Records:

COMMENCING at a 1-inch iron pipe found in the centerline intersection of County Road 94 (40 foot right-of-way) and County Road 59 (called 60 foot right-of-way); said 1-inch iron pipe also being the common corner of the A.C.H. & B.R.R. Co. Survey, Abstract No. 415, R.B. Lyle Survey, Abstract No. 539, A.C.H. & B.R.R. Co. Survey, Abstract No. 300, and R.B. Lyle Survey, Abstract No. 540, Brazoria County, Texas;

THENCE, South 03°12'37" East, 10.00 feet along the centerline of said County Road 94 to the POINT OF BEGINNING of the herein described tract:

THENCE, North 86°44'32" East, 10.00 feet south of and parallel with the centerline of said County Road 59, 2637.21 feet to a point for corner in the centerline of a 40 foot wide road dedicated in Volume 2, Page 92 of the Brazoria County Plat Records (County Road 922);

THENCE, South 03°18'06" East, along the centerline of said 40 foot wide dedicated road, passing at a distance of 1325.69 feet, 1.26 feet right, a found 5/8-inch iron rod and continuing for a total distance of 2629.72 feet to a found 5/8-inch iron rod in the centerline of a 40 foot road as shown on plat recorded in Volume 2, Page 92 of the Brazoria County Plat Records;

THENCE, South 86°44'32" West, 2641.40 feet along the centerline of said road (unimproved at this time) to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set in the centerline of aforementioned County Road 94, from which a found 5/8-inch iron rod bears South 03°12'37" East, 19.72 feet;

THENCE, North 03°12'37" West, along the centerline of said County Road 94, passing at a distance of 1897.41 feet, 20.00 feet left, a found 1-inch iron pipe, passing at a distance of 2144.73 feet, 20.00 feet left, a found 1-inch iron pipe, passing at a distance of 2624.34 feet, 1.08 feet left and continuing for a total distance of 2629.71 feet to the POINT OF BEGINNING, CONTAINING 159.335 acres of land in Brazoria County, Texas.

Nov. 2, 1998
R171741 HMM011 159335 007



Trendmaker Development Co.
19.9879 Acre

A.C.H. & B. RR Survey
Abstract No. 415

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a 19.9879 acre (870,871 square feet; square footage based on the mathematical closure of the courses and distances described herein) tract of land located in the A.C.H. & B. RR Survey, Abstract No. 415 in Brazoria County, Texas and being all of Lot Numbers 1 and 5 of Allison Richey Gulf Coast Home Company Subdivision as recorded in Volume 2, Page 92 of the Brazoria County Deed Records; said 19.9879 acre tract being more particularly described as follows with all bearings being based on South 86°44'33" West along the south line of a called 159,940 acre tract conveyed to Thomas E. Phalen, et al, as recorded in Clerk's File No. 98-027536 in the Brazoria County Official Public Records of Real Property:

BEGINNING at a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the centerline of County Road 94 (40.00 feet wide) and a 40.00 foot wide dedicated road, both recorded in Volume 2, Page 92, Brazoria County Plat Records), from which a found 1/2-inch iron rod bears South 22°57' West, 1.70 feet;

THENCE, North 86°44'33" East, 1319.14 feet along the centerline of said 40.00 foot wide dedicated road to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the centerline of a 40.00 foot wide dedicated road headed south as recorded in Volume 2, Page 92 of the Brazoria County Plat Records, from which a found 1/2-inch iron rod bears South 03°13' East, 0.60 feet;

THENCE, South 03°13'14" East, 660.00 feet along the centerline of said 40.00 foot wide dedicated road to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying), from which a found 1/2-inch iron rod bears South 03°13' East, 0.40 feet;

THENCE, South 86°44'33" West, 1319.26 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying) in the centerline of aforementioned County Road 94, from which a found 1/2-inch iron rod bears South 25°16' West, 1.73 feet and found 60D nail bears South 03°12'37" West, 165.23 feet;

THENCE, North 03°12'37" West, along the centerline of said County Road 94, passing at a distance of 329.79 feet a found 60D nail, continuing for a total distance of 660.00 feet to the POINT OF BEGINNING, CONTAINING 19.9879 acres of land in Brazoria County, Texas.

September 28, 2000
SURVILHVA28V19879.doc

FILED FOR RECORD

2001 OCT -1 PM 2: 54

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

Trendmaker
109.738 Acres

A.C.H. & B. Survey
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a 109.738 acre (4,780,166 square feet, square footage based on the mathematical closure of the courses and distances described herein) tract of land located in the A.C.H. & B. Survey, Abstract No. 415 in Brazoria County, Texas and being all of Lot No's. 2,6,9-11,13-15 and a portion of Lot No's 3,7,12, and 16 of Allison Richey Gulf Coast Home Company Subdivision as recorded in Volume 2, Page 92 of the Brazoria County Plat Records; said 109.738 acre tract being more particularly described as follows with all bearings being based on North $86^{\circ}44'33''$ East along the south line of a called 159.940 acre tract conveyed to Thomas E. Phalen, et al, as recorded in Clerk's File No. 98-027536 in the Brazoria County Official Public Records of Real Property:

COMMENCING at a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the centerline of County Road 94 (40.00 feet wide) and a 40.00 foot wide dedicated road, both recorded in Volume 2, Page 92, Brazoria County Plat Records, from which a found 1/2-inch iron rod bears South $22^{\circ}57'$ West, 1.70 feet;

THENCE, South $03^{\circ}12'37''$ East, 660.00 feet along the centerline of said County Road 94 to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying"), marking **POINT OF BEGINNING** of the herein described tract, being the southwest corner of Lot 1, Section 87 of said Allison-Richey Gulf Coast Home Company Subdivision, from which a found 1/2 inch iron rod bears South $23^{\circ}16'$ West, 1.73 feet;

THENCE, North $86^{\circ}44'33''$ East, 1319.26 feet along the south line of Lots 1 and 5 of said Allison-Richey Gulf Coast Home Company Subdivision to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") from which a found 1/2-inch iron rod bears South $03^{\circ}13'$ East, 0.40 feet;

THENCE, North $03^{\circ}13'14''$ West, 660.00 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") from which a found 1/2-inch iron rod bears South $03^{\circ}13'$ East, 0.60 feet;

THENCE, North $86^{\circ}44'33''$ East, 1307.65 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") from which a found 5/8-inch iron rod bears North $86^{\circ}44'33''$ East, 14.62 feet;

THENCE, South $03^{\circ}00'30''$ East, passing at distance of 667.96 feet a found 3/8-inch iron rod and continuing for a total distance of 1027.84 feet to a found 1/2-inch iron rod in the south right-of-way of Southwestern Drive (60-foot wide);

THENCE, South $03^{\circ}10'16''$ East, 298.03 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") marking the southwest corner of a called 2.00 acre tract conveyed to Patrick J. Shimek, et ux by General Warranty Deed as recorded in Volume 86254, Page 971 of the Brazoria County Deed Records;

THENCE, South $03^{\circ}01'24''$ East, passing at a distance of 1.89 feet a found 3/8-inch iron rod and continuing for a total distance of 1218.51 feet to set 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the north line of a called 160-foot wide Water Canal Easement as recorded under Clerk's File No. 01-032134 of the Brazoria County Official Public Records of Real Property;

Trendmaker
109.738 Acres

A.C.H. & B. Survey
Abstract No. 415

THENCE, along the north line of said Water Canal Easement the following three (3) courses and distances:

1. North 76°50'02" West, 701.06 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying");
2. North 76°21'39" West, 817.76 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying");
3. North 76°45'29" West, 1213.99 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying) from which a found 5/8-inch iron rod bears South 55°27' West, 2.76 feet;

THENCE, North 03°12'37" West, passing at a distance of 443.53 feet, 2.16 left a found 3/8-inch iron rod, passing at a distance of 936.48 feet, 25.03 feet left a found 1-inch iron rod, passing at a distance of 938.63 feet a found 60D Nail and continuing for a total distance of 1103.86 feet to the POINT OF BEGINNING, CONTAINING 109.738 acres of land in Brazoria County, Texas as shown on drawing number 4554 in the Houston office of Cotton Surveying Company.

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2001 DEC 18 AM 10:47

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SILVERCREEK

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE HERE PRESENT:
COUNTY OF BRAZORIA §

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVERCREEK (this "Amendment") is made as of the 2nd day of January, 2002, by **TMI, Inc.**, successor by merger to **CENTENNIAL HOMES, INC.**, a Texas corporation (the "Declarant").

WHEREAS, on December 11, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Declarant, pursuant to Article XIII, Section 6, has the right, at any time and from time to time, to amend this Declaration for the purpose of correcting any typographical or grammatical error appearing therein;

NOW, THEREFORE, the Declaration is hereby amended as follows (capitalized words and terms not otherwise defined herein shall have the same meaning as set forth in the Declaration):

1. In Article I, Section 4 of the Declaration, the name of the Association is hereby changed from "Silvercreek Homeowners Association, Inc." to "SC Community Association, Inc."
2. Except as amended hereby, the Declaration is and remains in full force and effect in accordance with its original terms.

EXECUTED as of the date first set forth above.

**TMI, INC., successor by merger to
CENTENNIAL HOMES, INC.**

By: Joel M. Marshall
Joel M. Marshall, Vice President

B2

THE STATE OF TEXAS

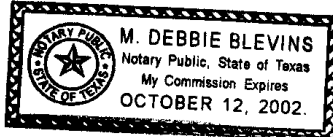
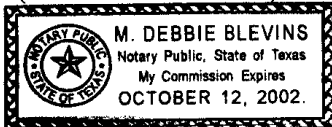
COUNTY OF Harris

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This instrument was acknowledged before me on the 2nd day of January, 2002 by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.

M. Debbie Blevins
NOTARY PUBLIC

(PERSONALIZED SEAL)



AFTER RECORDING, RETURN TO:

Patrick O. Hayes, Esq.
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

FILED FOR RECORD
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Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

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**DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION ONE**

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by **TMI, INC.**, a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 18, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silver creek, Section One, is a 15.3928 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section One"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section One subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section One as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section One shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION ONE, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of and be enforceable by the Declarant and/or the Association as provided in the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and

VPS-5

"Block' numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section One as filed or to be filed by Declarant in the Map or Plat Records of Brazoria County, Texas.

B. Section One shall hereafter be known as SILVERCREEK, SECTION ONE, a "Neighborhood" within Brazoria County.

C. All lands and Lots within Section One shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section One:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section One shall have constructed and maintained thereon, at all times, a decorative wood fence (meeting such criteria as is specified by the relevant Architectural Committee), that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear boundary or right of way of such Lots which is immediately adjacent to a landscape reserve. The specific location will be specified by the Architectural Committee:

Silvercreek, Section One
Block: 1
Lots: 5, 19, 20, 21, 32, 33, 44, 45, 46 and 56

Block: 2
Lots: 5 and 9

(b) The following Lots in Section One shall be subject to a maintenance easement, which shall be situated within the boundaries of the Lots, in favor of the Association in connection with the Association's construction repair, maintenance and, from time to time, replacement of fences and walls located in the landscape reserves owned by the Declarant and/or the Association adjacent to such Lots:

Silvercreek, Section One:
Block: 1
Lot: 1

(c) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the side or rear boundary of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(d) If a Living Unit on a Lot in Section One has a gated driveway, then such gate must be recessed from the front of such Living Unit or a Living Unit on an adjacent Lot by a minimum of one foot (1').

Section 2. **GARAGES AND GARAGE ACCESS.**

- (a) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.
- (b) The front of all garages, except for the garage door(s), must be of masonry construction or some other material approved by the New Construction Committee.
- (c) Each corner Lot in Section One is specifically prohibited from having driveway access to such Lot from the side Lot line.
- (d) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. **SIDEWALKS.**

- (a) Prior to the completion of construction of a Living Unit on any Lot in Section One, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the driveway. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.
- (b) Prior to the completion of construction of a Living Unit on any Lot in Section One, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section One (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than One Thousand Four Hundred (1,400) square feet of living area.

Section 5. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section One closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 6. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section One are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in the Section One in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 7. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood (i.e., Silvercreek, Section One). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section One only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section One, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 8. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section One may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section One, as provided in Article III, Section 6 of the Original Declaration.

Section 9. **AGREEMENT.** Each Owner of a Lot in Section One by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this 29 day of January, 2002

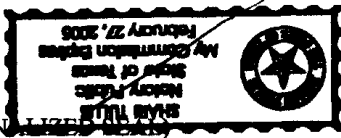
DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

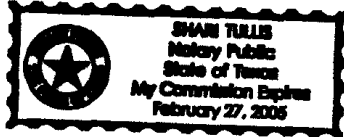
THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 29 day of January, 2002 by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



(PERSON)

Shari Tullis
NOTARY PUBLIC



AFTER RECORDING, RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

Silver Creek
Section 1
15.3928 Acres

A.C.H. & B. R.R. Co. Survey
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a 15.3928 acre tract located in the A.C.H. & B. R.R. Co. Survey, Abstract No. 415, Brazoria County, Texas, being a portion of a 159.940 acre tract conveyed to Centennial Homes, Inc. by Special Warranty Deed with Reservations of Minerals recorded in 00-500237 of the Brazoria County Official Public Records of Real Property; said 15.3928 acre tract being more particularly described as follows with all bearings being based on North 03°12'37" West, along the centerline of County Road 94, as described in said Special Warranty Deed:

COMMENCING at the centerline intersection of Old County Road 94 (40-foot row) and County Road 59 (100-foot right-of-way), from which a found 1-inch iron pipe bears North 03°12'37" West, 15.59 feet, said 1-inch iron pipe also being the common corner of A.C.H. & B. R.R. Co. Survey, Abstract No. 415, R.B. Lyle Survey, Abstract No. 539, A.C.H. & B.R.R. Co. Survey, Abstract No. 300 and R.B. Lyle Survey, Abstract No. 540 of Brazoria County, Texas.

THENCE, South 03°12'37" East, 1642.53 feet with the centerline of said Old County Road 94;

THENCE, North 86°47'15" East, 50.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") also being the **POINT OF BEGINNING**;

THENCE, North 86°47'15" East, 225.01 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 89°07'06" East, 134.21 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°02'58" East, 206.13 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 82°27'24" East, 206.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying")

THENCE, South 78°31'34" East, 150.65 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 72°06'36" East, 134.77 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 54°06'35" East, 46.54 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 43°13'42" East, 73.12 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 71.37 feet, a radius of 330.00 feet, a central angle of 12°23'31", a chord bearing of South 65°15'22" East, and a chord distance of 71.23 feet to a set 3/4-inch iron (with cap stamped "Cotton Surveying") at a point of reverse curve;

THENCE, with said reverse curve having a length of 41.74 feet, a radius of 25.00 feet, a central angle of 95°39'41", a chord bearing of South 23°37'16" East, and a chord distance of 37.06 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 65°47'26" East, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 91.07 feet, a radius of 305.00 feet, a central angle of 17°06'26", a chord bearing of South 32°45'47" West, and a chord distance of 90.73 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 35°59'58" East, 63.40 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°13'34" East, 142.91 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 22°33'02" West, 75.95 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°26'27" West, 141.40 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 81°06'31" West, 101.11 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 26°39'55" West, 100.73 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 07°58'10" West, 106.22 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 86°23'08" West, 120.58 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 77.86 feet, a radius of 820.00 feet, a central angle of 05°26'24", a chord bearing of South 00°53'40" West, and a chord distance of 77.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 88°10'28" West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 83°06'01" West, 58.97 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 78°22'49" West, 187.02 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 84°52'08" West, 108.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

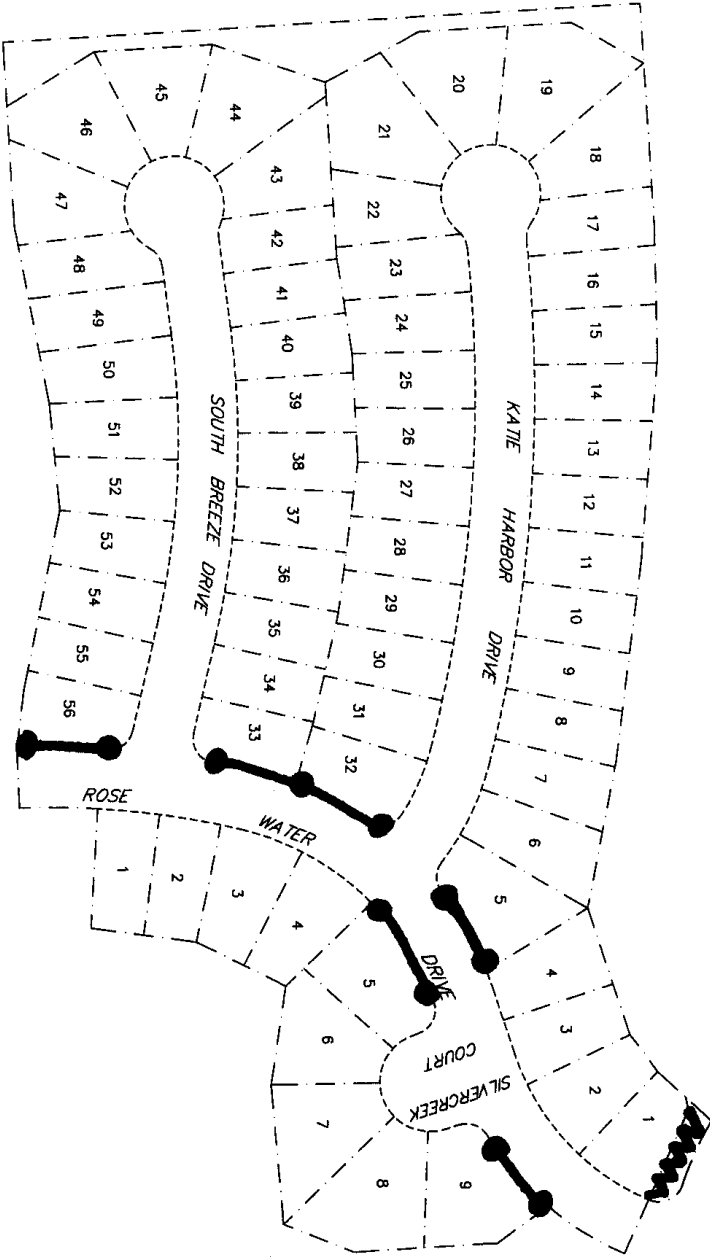
THENCE, South 79°25'37" West, 181.85 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°47'23" West, 187.47 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°12'37" West, 639.69 feet to the **POINT OF BEGINNING, CONTAINING 15.3928 acres of land in Brazoria County, Texas.**

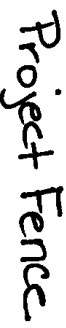
SURVPROJECTS\5100-5199CLIENT\5149\008\IM&B\15.3928

SILVERCREEK, SECTION 1



Brick Fence

Project Fence



02 005119

Project Yellow
Burr Yellow

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

FILED FOR RECORD

2002 FEB -1 AM 10:29

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION TWO

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by TMI, INC. a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 18, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Two is a 15.8 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Two") and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration; and

WHEREAS, Declarant desires to make Section Two subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section Two as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Two shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION TWO, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of and be enforceable by the Declarant and/or the Association as provided in the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them. Respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Two as filed or to be filed by Declarant in the Map or Plat Records of Brazoria County, Texas.

V/S

B. Section Two shall hereafter be known as SILVERCREEK, SECTION TWO, a "Neighborhood" within Brazoria County.

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Two shall have constructed and maintained thereon, at all times, a decorative wood fence (meeting such criteria as is specified by the relevant Architectural Committee), that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear boundary or right of way of such Lots. The specific location will be specified by the Architectural Committee.

Silvercreek, Section Two:
Block: 1
Lot(s): 1, 17 and 18

Block: 2
Lot(s): 1, 2, 3, 4, 5, 6 and 7

(b) The following Lots in Section Two shall have constructed and maintained thereon, at all times, open fencing (i.e. tubular steel or other similar material approved by the relevant Architectural Committee) along the portion of such Lots that parallels and is immediately adjacent to (but does not protrude onto) the adjacent landscape reserve:

Silvercreek, Section Two:
Block: 3
Lot(s): 7

(c) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(d) If a Living Unit on a Lot in Section Two has a gated driveway, then such gate must be recessed from the front of such Living Unit or the Living Unit on an adjacent Lot by a minimum of five feet (5').

(e) The following Lots in Section Two shall be subject to a maintenance easement, which shall be situated within the boundaries of the Lots, in favor of the Association in connection with the Association's construction repair, maintenance and, from time to time, replacement of fences and walls located in the landscape reserves owned by the Declarant and/or the Association adjacent to such Lots:

Silvercreek, Section Two:
Block: 2
Lot(s): 20

Block: 3
Lot(s): 6, 7 and 28

Section 2. **GARAGES AND GARAGE ACCESS.**

- (a) No front load garages are permitted within Section Two unless such front load garages are accompanied by the construction of an approved porte-cochere attached to the Living Unit.
- (b) All garages (except porte-cochere structures) in Section Two shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case by case basis based on aesthetic considerations and architectural compatibility.
- (c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.
- (d) The front of all garages, except for the garage door(s), must be of masonry construction.
- (e) Each corner Lot in the Neighborhood is specifically prohibited from having driveway access to such Lot from the side Lot line.
- (f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. **SIDEWALKS.**

- (a) Prior to the completion of construction of a Living Unit on any Lot in Section Two, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street at the front Lot boundary. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.
- (b) Prior to the completion of construction of a Living Unit on any Lot in Section Two, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Two (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than two thousand (2,000) square feet.

Section 5. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved

landscaping) may be constructed on any Lot in Section Two closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 6. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Two are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Two in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 7. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Two). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Two only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66 2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Two and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 8. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Two may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Two as provided in Article III, Section 6 of the Original Declaration.

Section 9. **AGREEMENT.** Each Owner of a Lot in Section Two by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in the Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 29 day of January, 2002.

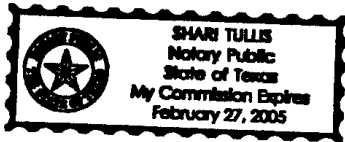
DECLARANT:

TMI, Inc.
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 29 day of January, 2002 by Joel Marshall, Vice President TIM, Inc., a Texas corporation, on behalf of said corporation.



Shari Tullis
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING, RETURN TO: ✓

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

Silver Creek
Section 2
15.8065 Acres

A.C.H. & B. R.R. Co. Survey
Abstract No.415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a certain 15.8065 acre tract of land located in the A.C.H. & B. R.R. Co. Survey, Abstract No. 415, Brazoria County, Texas, being a portion of a called 159.940 acre tract conveyed to Centennial Homes, Inc. by Special Warranty Deed with Reservations of Minerals recorded in 00-500237 of the Brazoria County Official Public Records of Real Property; said 15.8065 acre tract being more particularly described as follows, with all bearings being based on North 03°12'37" West, along the centerline of County Road 94, as described in said Special Warranty Deed:

BEGINNING at the centerline intersection of Old County Road 94 (40-foot row) and County Road 59 (100-foot right-of-way), from which a found 1-inch iron pipe bears North 03°12'37" West, 15.59 feet, said 1-inch iron pipe also being the common corner of A.C.H. & B. R.R. Co. Survey, Abstract No. 415, R.B. Lyle Survey, Abstract No. 539, A.C.H. & B. R.R. Co. Survey, Abstract No. 300 and R.B. Lyle Survey, Abstract No. 540 of Brazoria County, Texas;

THENCE, with the centerline of the said 100-foot right-of-way of County Road 59, North 86°25'08" East, 64.68 feet to a point;

THENCE, South 03°34'52" East, 50.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") on the south right-of-way of said County Road 59;

THENCE, South 41°36'16" West, 21.28 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°12'37" East, 897.72 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 39.27 feet, a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of South 48°12'37" East, and a chord distance of 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 86°47'23" East, 90.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 39.27 feet, a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of North 41°47'23" East, and a chord distance of 35.36 to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°12'37" West, 11.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 86°47'23" East, 180.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°12'37" East, 211.74 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 94.12 feet, a radius of 1730.00 feet, a central angle of 03°07'01", a chord bearing of North 89°55'08" East, and a chord distance of 94.10 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a reverse curve to the left;

THENCE, with said reverse curve having a length of 39.25 feet, a radius of 25.00 feet, a central angle of 89°57'13", a chord bearing of North 46°30'02" East, and a chord distance of 35.34 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°18'46" East, 60.09 feet to a set 3/4-inch iron (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 96.04 feet, a radius 1830.00 feet, a central angle of 03°00'25", a chord bearing of North 00°07'26" East, and a chord distance of 96.03 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 87°57'51" East, 77.74 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°49'24" East, 267.42 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 86°15'24" East, 123.80 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 12°52'29" East, 54.48 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 151.57 feet, a radius of 720.00 feet, a central angle of 12°03'41", a chord bearing of South 06°50'39" East, and a chord distance of 151.29 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 00°48'49" East, 65.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 152.85 feet, a radius of 330.00 feet, a central angle of 26°32'20", a chord bearing South 14°04'58" East, and a chord distance of 151.49 to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a compound curve to the right;

THENCE, with said compound curve to the right, having a length of 43.10 feet, a radius of 25.00 feet, a central angle of 98°46'14", a chord bearing of South 22°01'59" West, and a chord distance of 37.96 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 18°34'54" East, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 33.36 feet, a radius of 415.00 feet, a central angle of 04°36'21", a chord bearing of North 69°06'55" East, and a chord distance of 33.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the point of a reverse curve to the right;

THENCE, with said reverse curve to the right having a length of 29.38 feet, a radius of 25.00 feet, a central angle of 67°19'34", a chord bearing of South 79°31'28" East, and a chord distance of 27.72 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of reverse curve to the left;

THENCE, with said reverse curve to the left, having a length of 76.02 feet, a radius of 330.00 feet, a central angle of 13°11'55", a chord bearing of South 52°27'39" East, and a chord distance of 75.85 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 43°13'42" West, 73.12 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 54°06'35" West, 46.54 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 72°06'36" West, 134.77 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 78°31'34" West, 150.65 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 82°27'24" West, 206.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 85°02'58" West, 206.13 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 89°07'06" West, 134.21 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°47'15" West, 225.01 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

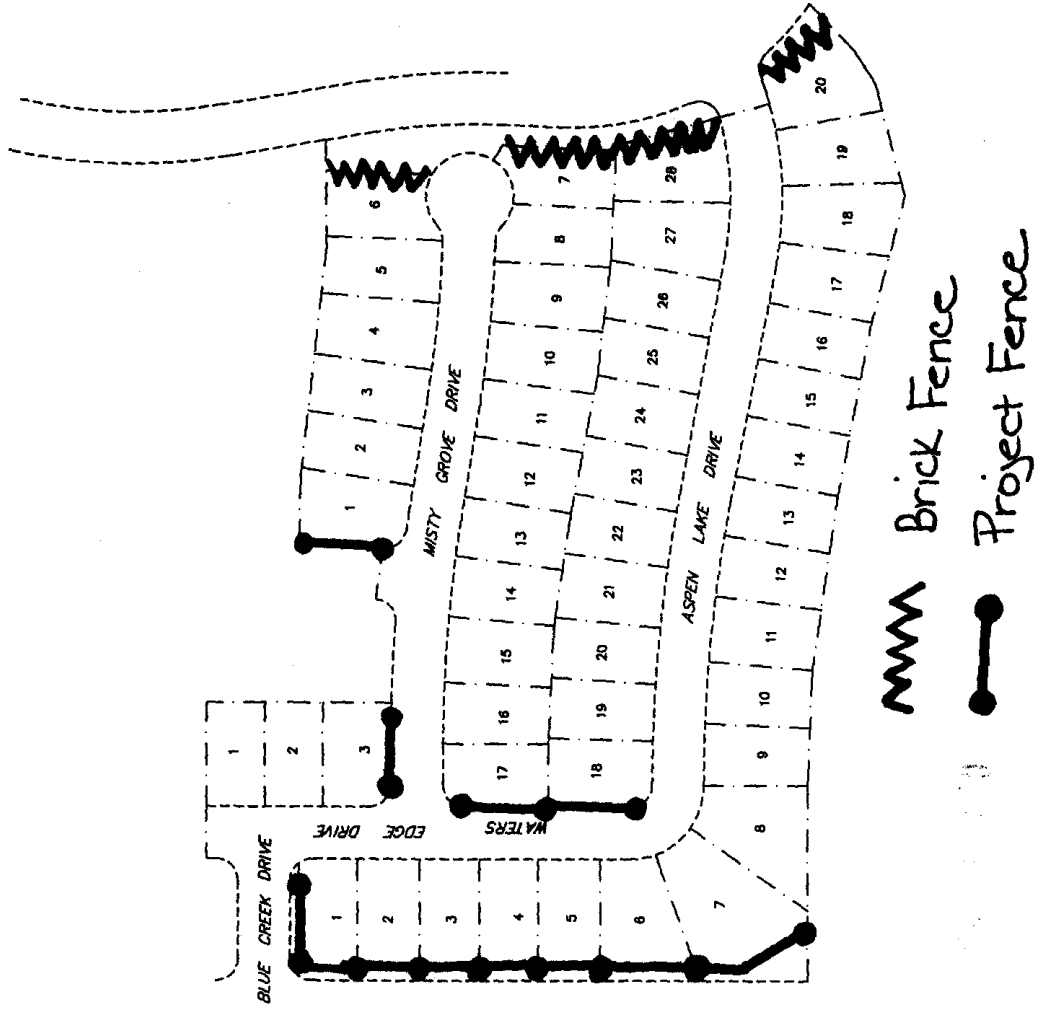
THENCE, North 03°12'37" West, 570.13 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°47'23" West, 50.00 feet to a point on the centerline of said Old County Road 94 (40-foot right-of-way);

THENCE, with the centerline of said Old County Road 94 (40-foot right-of-way), North 03°12'37" West, 1072.40 feet to the **POINT OF BEGINNING, CONTAINING 15.8065 acres** of land in Brazoria County, Texas.

SURVPROJECTS\5100-5199\CLIENTS\149\008\M&B\15.8065

SILVERCREEK, SECTION 2





02 005120



Joyce Hudson

WWW

WWW



FILED FOR RECORD

2002 FEB -1 AM 10: 29

Joyce Hudson
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudson
County Clerk of Brazoria Co., TX

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C.K. 8276

**DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION THREE**

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 18, 2001 Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Three, is a 38.95 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Three"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Three subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section Three as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Three shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. Any capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION THREE, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of and be enforceable by the Declarant and/or the Association as provided in the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them respectively, under the

✓ P.S.L.C

Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Three, as filed or to be filed by Declarant in the Map or Plat Records of Brazoria County, Texas.

B. Section Three shall hereafter be known as SILVERCREEK, SECTION THREE, a "Neighborhood" within Brazoria County.

C. All lands and Lots within Section Three shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Three:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Three shall have constructed and maintained thereon, at all times, a decorative wood fence (meeting such criteria as is specified by the relevant Architectural Committee), that parallels and is immediately adjacent to (but does not encroach beyond) the side or rear boundary of such Lots; adjacent to the landscape reserve or right of way. The specific location will be specified by the Architectural Committee.

Silvercreek, Section Three

Block: 1

Lot(s): 2, 3, 12, 13 and 18

Block: 2

Lot(s): 1, 11, 12, 18, 19, 23, 24, 25 and 26

In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Three has a gated driveway, then such gate must be recessed from the front of such Living Unit or any Living Unit on an adjacent Lot by a minimum of five feet (5') unless otherwise approved in writing by the relevant Architectural Committee.

(d) The following Lots in Section Three shall be subject to a maintenance easement, which shall be situated within the boundaries of the Lots, in favor of the Association in connection with the Association's construction repair, maintenance and, from time to time, replacement of fences and walls located in the landscape reserves owned by the Declarant and/or the Association adjacent to such Lots:

Silvercreek, Section Three:
Block: 2
Lot(s): 5, 6 and 7

Section 2. GARAGES AND GARAGE ACCESS.

(a) No front load garages are permitted within Section Three unless such front load garages are accompanied by the construction of an approved porte-cochere attached to the Living Unit. Other than as expressly permitted in the preceding sentence, no garage face which is less than sixty (60) feet from the front boundary on any Lot shall have an angle of less than ninety (90) degrees in relation to the front boundary of such Lot, unless otherwise approved by the New Construction Committee or the relevant Architectural Committee.

(b) All garages (excluding the porte-cochere structures) shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(d) The front of all garages, except for the garage door(s), must be of masonry construction.

(e) Each corner Lot in Section Three is specifically prohibited from having driveway access to such Lot from the side Lot line.

(f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. SIDEWALKS.

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Three, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street at the front Lot boundary. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Three, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **DRIVEWAYS**. The streets in Silvercreek Section Three are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveway within the Brazoria County right of way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE**. The living area of each Living Unit in Section Three (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Three Hundred (2,300) square feet of living area for a single story Living Unit and shall not be less than Two Thousand six Hundred (2,600) square feet of living area for a two or two and one-half story Living Unit.

Section 6. **REAR AND SIDE BUILDING SETBACKS**. Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Three closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS**. All Living Units in Section Three with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD**. During the period of time that any Lots or Living Units located within Section Three are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Three in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT**. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Three). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Three only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in

part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3 %) of the total votes of the Class A Members of the Association owning one or more Lots in Section Three, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Three may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Three, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Three by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 29 day of January, 202.

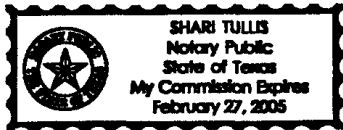
DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 29 day of January, 202, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



(PERSONALIZED SEAL)

Shari Tullis
NOTARY PUBLIC

AFTER RECORDING. RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

Silver Creek
Section 3
38.9570 Acres

A.C.H. & B. R.R. Co. Survey
Abstract 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a 38.9570 acre tract located in the A.C.H. & B. R.R. Co. Survey, Abstract No. 415, Brazoria County, Texas, being a portion of a 159.940 acre tract conveyed to Centennial Homes, Inc. by Special Warranty Deed with Reservations of Minerals recorded in 00-500237 of the Brazoria County Official Public Records of Real Property; said 38.9570 acre tract being more particularly described as follows with all bearings being based on North 03°12'37" West, along the centerline of County Road 94, as described in said Special Warranty Deed:

COMMENCING at the centerline intersection of County Road 94 (40-foot right-of-way) and County Road 59 (100-foot right-of-way), from which a found 1-inch iron pipe bears North 03°12'37" West, 15.59 feet, 1-inch iron pipe also being the common corner of A.C.H. & B. R.R. Co. Survey, Abstract 415, R.B. Lyle Survey, Abstract 539, A.C.H. & B. R.R. Co. Survey, Abstract 300 and R.B. Lyle Survey, Abstract 540 in Brazoria County, Texas;

THENCE, with the centerline of said County Road 59 (100-foot right-of-way) North 86°25'08" East, 787.83 feet to an angle point;

THENCE, with the centerline of said County Road 59 (100-foot right-of-way) North 86°22'19" East, 262.26 feet to the **POINT OF BEGINNING**;

THENCE, with the centerline of said County Road 59 (100-foot right-of-way) North 86°22'19" East, 140.00 feet to a point;

THENCE, South 03°37'41" East, 50.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") on the south line of said County Road 59 (100-foot right-of-way) also being the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 39.27 feet, a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing South 41°22'19" West, a chord distance of 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°37'41" East, 57.50 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 63.21 feet a radius of 500.00 feet, a central angle of 07°14'34", a chord bearing of South 00°00'24" East, and a chord distance of 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°36'53" West, 55.69 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 63.21 feet, a radius of 500.00 feet, a central angle of 07°14'34", a chord bearing of South 00°00'24" East, a chord distance of 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of reverse curve to the right;

THENCE, with said reverse curve having a length of 294.17 feet, a radius of 980.00 feet, a central angle of $17^{\circ}11'55''$, a chord bearing of South $04^{\circ}58'16''$ West, and a chord distance of 293.06 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying")

THENCE, South $13^{\circ}34'14''$ West, 104.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 274.63 feet, a radius of 595.00 feet, a central angle of $26^{\circ}26'43''$, a chord bearing of South $00^{\circ}20'52''$ West, and a chord distance of 272.20 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $12^{\circ}52'29''$ East, 166.17 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 164.20 feet, a radius of 780.00 feet, a central angle $12^{\circ}03'41''$, a chord bearing of South $06^{\circ}50'39''$ East, and a chord distance of 163.89 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $00^{\circ}48'49''$ East, 65.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 123.32 feet, a radius of 270.00 feet, a central angle of $26^{\circ}10'06''$, a chord bearing of South $13^{\circ}53'52''$ East, and a chord distance of 122.25 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the point of a compound curve to the left;

THENCE, with said compound curve to the left having a length of 43.98, a radius of 25.00 feet, a central angle of $100^{\circ}47'28''$, a chord bearing of South $77^{\circ}22'38''$ East, and a chord distance of 38.52 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of compound curve to the left;

THENCE, with compound curve to the left having a length of 217.45 feet, a radius of 355.00 feet, a central angle of $35^{\circ}05'46''$, a chord bearing of North $34^{\circ}40'45''$ East, and a chord distance of 214.07 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the point of a compound curve to the left;

THENCE, with said compound curve to the left having a length of 258.55 feet, a radius of 370.00 feet, a central angle of $40^{\circ}02'16''$, a chord bearing of North $02^{\circ}53'16''$, and a chord distance of 253.32 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $67^{\circ}05'34''$ East, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $22^{\circ}54'24''$ West, 10.38 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $76^{\circ}01'31''$ East, 126.53 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $22^{\circ}26'26''$ West, 95.85 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 08°39'56" West, 71.98 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 10°09'54" East, 71.98 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 31°41'35" East, 71.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 55°55'09" East, 71.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 80°12'01" East, 71.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°36'26" East, 77.39 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 01°23'04" West, 125.53 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right having a length of 4.59 feet, a radius of 780.00 feet, a central angle of 00°20'14", a chord bearing of North 85°33'02" West, and a chord distance of 4.59 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 04°37'05" East, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left having a length of 30.61 feet, a radius of 720.00 feet, a central angle of 02°26'08", a chord bearing of South 86°35'59" East, and a chord distance of 30.61 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°18'06" West, 99.97 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 08°28'47" West, 173.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°36'04" West, 196.64 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, with the south right-of-way of said County Road 59, North 86°23'56" East, 256.55 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, with the south right-of-way of said County Road 59, North 86°21'10" East, 662.72 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°18'06" East, 667.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°18'06" East, 667.67 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°41'57" West, 587.60 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°18'06" West, 90.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 32°46'07" West, 74.23 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 87°00'26" West, 160.34 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°34'18" West, 77.12 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 83°27'14" West, 76.05 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 76°18'38" West, 63.70 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 25°49'57" East, 204.68 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 91.62 feet, a radius of 270.00 feet, a central angle of 19°26'33", a chord bearing of South 54°26'47" West, and a chord distance of 91.18 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 44°43'30" West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right, having a length of 262.60 feet, a radius of 330.00 feet, a central angle of 45°35'38", a chord bearing of South 67°31'19" West, and a chord distance of 255.73 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the point of reverse curve to the left;

THENCE, with said reverse curve to the left, having a length of 31.02 feet, a radius of 25.00 feet, a central angle of 71°05'46", a chord bearing of South 54°46'15" West, and a chord distance of 29.07 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") to a point of reverse curve to the right;

THENCE, with said reverse curve to the right, having a length of 26.55 feet, a radius of 305.00 feet, a central angle of 04°12", a chord bearing of South 21°42'58" West, and a chord distance of 26.54 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 65°47'26" West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 41.74 feet, a radius of 25.00 feet, a central angle of 95°39'41", a chord bearing of North 23°37'16" West, and a chord distance of 37.06 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of reverse curve to the right;

THENCE, with said reverse curve to the right, having a length of 147.39 feet, a radius of 330.00 feet, a central angle of $25^{\circ}35'26''$, a chord bearing of North $58^{\circ}39'24''$ West, and a chord distance of 146.17 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of reverse curve to the left;

THENCE, with said reverse curve to the left, having a length of 29.38 feet, a radius of 25.00 feet, a central angle of $67^{\circ}19'34''$, a chord bearing of North $79^{\circ}31'28''$ West, and a chord distance of 27.72 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") to the beginning of a reverse curve to the right;

THENCE, with said reverse curve to the right having a length of 33.36 feet, a radius of 415.00 feet, a central angle of $04^{\circ}36'21''$, a chord bearing of South $69^{\circ}06'55''$ West, and a chord distance of 33.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $18^{\circ}34'54''$ West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 43.10 feet, a radius of 25.00 feet, a central angle of $98^{\circ}46'14''$, a chord bearing of North $22^{\circ}01'59''$ East, and a chord distance of 37.96 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") to a point of reverse curve to the right;

THENCE, with reverse curve to the right, having a length of 152.85 feet, a radius of 330.00 feet, a central angle of $26^{\circ}32'20''$, a chord bearing of North $14^{\circ}04'58''$ West, and a chord distance of 151.49 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $00^{\circ}48'49''$ West, 65.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 151.57 feet, a radius of 720.00 feet, a central angle of $12^{\circ}03'41''$, a chord bearing of North $06^{\circ}50'39''$ West, and chord distance of 151.29 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $12^{\circ}52'29''$ West, 166.17 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right, having a length of 296.18 feet, a radius of 655.00 feet, a central angle of $25^{\circ}54'31''$, a chord bearing of North $00^{\circ}04'46''$ East, and a chord distance of 293.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of reverse curve to the left;

THENCE, with reverse curve to the left, having a length of 41.40 feet a radius of 25.00 feet, a central angle of $94^{\circ}52'23''$, a chord bearing of North $34^{\circ}24'10''$ West, and a chord distance of 36.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $17^{\circ}49'47''$ East, 60.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, with said curve to the left, having a length of 37.08 feet, a radius of 25.00 feet, a central angle of $84^{\circ}58'22''$, a chord bearing North $56^{\circ}03'25''$ East, and a chord distance of 33.77 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of compound curve to the left;

THENCE, with said compound curve to the left, having a length of 276.16 feet, a radius of 920.00 feet, a central angle of $17^{\circ}11'55''$, a chord bearing of North $04^{\circ}58'16''$ East, and a chord distance of 275.12 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at a point of compound curve to the left;

THENCE, with said compound curve to the left, having a length of 63.21 feet, a radius of 500.00 feet, a central angle of $07^{\circ}14'34''$, a chord bearing of North $07^{\circ}14'58''$ West, and a chord distance of 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $10^{\circ}52'15''$ West, 55.69 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

THENCE, with said curve to the right, having a length of 63.21 feet, a radius of 500.00 feet, a central angle of $07^{\circ}14'34''$, a chord bearing of North $07^{\circ}14'58''$ West, and a chord distance of 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $03^{\circ}37'41''$ West, 57.50 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

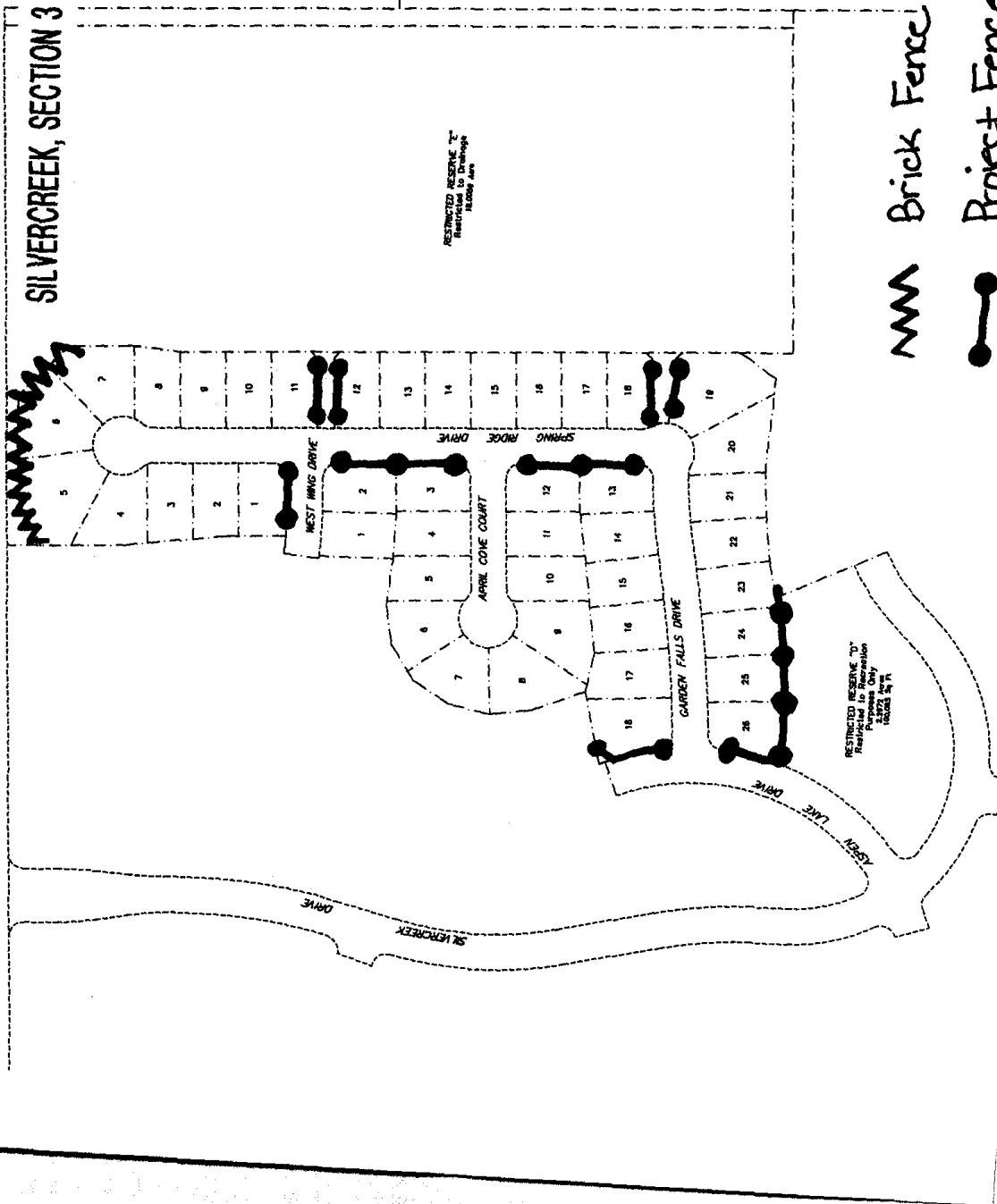
THENCE, with said curve to the left, having a length of 39.27 feet, a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, and a chord bearing of North $48^{\circ}37'41''$ West, and a chord distance of 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") on the south line of the said County Road 59 (100-foot right-of-way);

THENCE, North $03^{\circ}37'41''$ West, 500.00 feet to the **POINT OF BEGINNING, CONTAINING 38.9570 acres of land in Brazoria County, Texas.**

SURVPROJECTS\5100-5199CLIENT\5149-008\38.9570

(COUNTY ROAD 59) SOUTHFORK DRIVE (100' ROW)

SILVERCREEK, SECTION 3

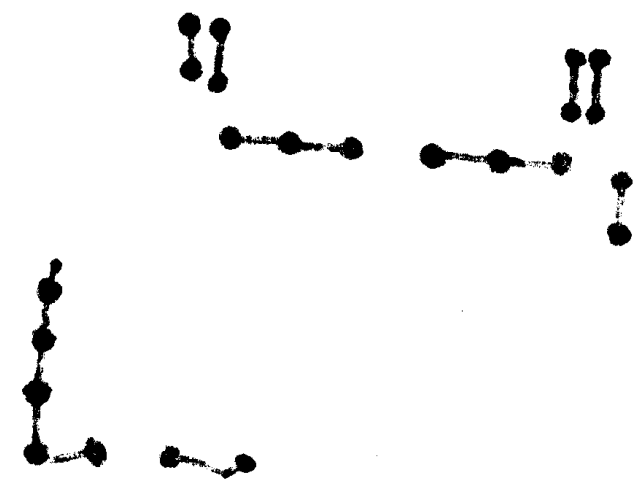


Brick Fence

Project Fence

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FILED FOR RECORD

2002 FEB -1 AM 10: 29

Joyce Hudman
 COUNTY CLERK
 BRAZORIA COUNTY TEXAS

STATE OF TEXAS
 COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
 County Clerk of Brazoria Co., TX

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DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION FOUR

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THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (this "Supplemental Declaration"), is made as of the date and year set forth on the signature page hereof, by **TMI, INC.**, a Texas corporation, successor-by-merger to **CENTENNIAL HOMES, INC.**, a Texas corporation, herein referred to and acting as Declarant (the "Declarant").

WHEREAS, on December 11, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for **SILVERCREEK** (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Four, is a 22.0765 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Four"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof, to designate certain portions of such property as one or more "Neighborhoods", as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Four subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties, as defined in the Original Declaration, and to designate Section Four as a Neighborhood.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Four shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are defined in the Original Declaration shall have the meaning ascribed to them in the Original Declaration unless expressly provided herein to the contrary. Insofar as they affect **SILVERCREEK, SECTION FOUR**, all of the supplemental restrictions, covenants and requirements of this Supplemental Declaration shall form a part of, and be enforceable by the Declarant and/or the Association as provided in, the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers

✓ 845

shall be deemed to refer to the subdivision plat of Silvercreek, Section Four as filed by Declarant in the Map or Plat Records, Volume 23, Pages 65-66 of Brazoria County, Texas.

B. Section Four shall hereafter be known as SILVERCREEK, SECTION FOUR, a Neighborhood within Brazoria County.

C. All lands and Lots within Section Four shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration, and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Four:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Four shall have constructed and maintained thereon, at all times, a decorative wood project fence (meeting such criteria as is specified by the relevant Architectural Committee) that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots, whichever applies per the Plat. The specific location will be specified by the Architectural Committee: (Exhibit B)

Silvercreek, Section Four
Block: 1
Lots: 1 through 8, and lot 18

Block: 2
Lots: 7, 8, 24, 25, 40 and 41

Block: 3
Lots: 3 and 4

(b) In order to maintain the general theme and character of the Properties subject to the Original Declaration, all fences at the side or rear boundary of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Four has a gated driveway, then such gate must be recessed from the front of such Living Unit or a Living Unit on an adjacent Lot by a minimum of one foot (1').

(d) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, without the written approval of the architectural committee.

Section 2. **GARAGES AND GARAGE ACCESS.**

(a) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(b) The front of all garages, except for the garage door(s), must be of masonry construction or some other material approved by the New Construction Committee.

(c) Each corner Lot in Section Four is specifically prohibited from having driveway access to such Lot from the side Lot line.

(d) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. **SIDEWALKS.**

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Four, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the driveway or five foot (5') walk adjacent to the street right-of-way. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Four, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

Section 4. **DRIVEWAYS.** The streets in Silvercreek Section Four are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveways within the Brazoria County right-of-way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Four (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than One Thousand Four Hundred (1,400) square feet of living area.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Four closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street

right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Four with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Four are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in the Section Four in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood (i.e., Silvercreek, Section Four). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Four only in and by virtue of this Supplemental Declaration (specifically excluding those restrictions found in the Original Declaration that are repeated, in whole or in part, in this Supplemental Declaration) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Four, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Four may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Four, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Four by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

[REST OF PAGE INTENTIONALLY BLANK]

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this 15th day of October, 2002

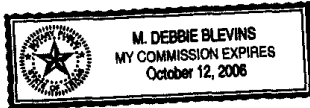
DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 15th day of October, 2002, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



(PERSONALIZED SEAL)

M. Debbie Blewins
NOTARY PUBLIC

AFTER RECORDING, RETURN TO:

Patrick Hayes
Boyar & Miller ✓
4265 San Felipe, Suite 1200
Houston, Texas 77027

EXHIBIT A

Silvercreek Section 4
22.0765 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIS §

A METES & BOUNDS description of a certain 22.0765 acre tract located in the A.C.H. & B. R.R. Co. Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of a called 159.940 acre tract as recorded under Clerk's File No. 00-500237 of the Brazoria County Official Public Records of Real Property; said 22.0765 acre tract being more particularly described as follows with all bearings being based on North 86°25'08" East, along the south line of Crestwood Cove at Silverlake as recorded under Volume 21, Pages 245-248 of the Brazoria County Plat Records:

COMMENCING at a found 5/8-inch iron rod located in the centerline intersection of South Fork Drive (County Road 59, 60-feet wide) and County Road 94 (40-feet wide) both recorded under Volume 2, Page 91 of the Brazoria County Plat Records;

THENCE, South 03°12'37" East, 1072.40 feet along the centerline of said County Road 94 to the POINT OF BEGINNING of the herein described tract;

THENCE, North 86°47'23" East, 50.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°12'37" East, 1209.82 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 86°47'23" East, 187.47 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 79°25'37" East, 181.85 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 84°52'08" East, 108.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 78°22'49" East, 187.02 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 83°06'01" East, 58.97 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of proposed Rose Water Court (60-feet wide);

THENCE, North 88°10'28" East, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of said proposed Rose Water Court, being in the arc of a non-tangent curve to the right, from which the radius point bears North 88°10'28" East, 820.00 feet;

THENCE, in a northerly direction, along the east right-of-way of said proposed Rose Water Court, with the arc of said curve to the right having a radius of 820.00 feet, a central angle of 05°26'24", an arc length of 77.86 feet and a chord bearing North 00°53'40" East, 77.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

Silvercreek Section 4
22.0765 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, South 86°23'08" East, 120.58 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 07°58'10" East, 106.22 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 26°39'55" East, 100.73 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 81°06'31" East, 101.11 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 85°26'27" East, 141.40 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 13°17'50" East, 141.42 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 08°16'56" West, 189.46 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 05°03'34" East, 51.31 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 11°35'01" East, 106.26 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 13°08'59" East, 117.95 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 06°35'22" East, 62.61 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°13'14" East, 119.44 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 04°47'06" West, 69.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 81°19'42" West, passing at a distance of 120.00 feet, the east right-of-way of proposed Apple Grove Drive (60-feet wide), passing at a distance of 180.00 feet wide, the west right-of-way of said proposed Apple Grove Drive and continuing for a total distance of 295.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 17°11'52" West, 45.96 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 34°11'12" West, 45.62 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 51°10'32" West, 45.96 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 68°09'53" West, 45.62 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 83°48'20" West, 47.02 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°44'33" West, 436.25 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 06°37'59" West, 122.67 feet to set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 83°44'11" West, 115.04 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of proposed Shady Grove Drive (60-foot wide), being in the arc of a non-tangent curve to the right, from which the radius point bears South 83°22'01" West, 1830.00 feet;

THENCE, in a southerly direction, along the east right-of-way of said Shady Grove Drive, with the arc of said curve to the right, having a radius of 1830.00 feet, a central angle of 01°25'15", an arc length of 45.38 feet and a chord bearing South 05°33'12" East, 45.38 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 85°09'26" West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of said proposed Shady Grove Drive, beginning a non-tangent curve to the left from which the radius point bears South 85°09'26" West, 25.00 feet;

THENCE, in a northwesterly direction, along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 90°46'08", an arc length of 39.61 feet and a chord bearing North 50°13'38" West, 35.59 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the south right-of-way of proposed Coral Drive (60-foot wide), beginning a reverse curve to the right;

THENCE, in a southwesterly direction, along the south right-of-way of said proposed Coral Drive with the arc of said curve to the right having a radius of 3030.00 feet a central angle of 01°55'57", an arc length of 102.20 feet and a chord bearing South 85°21'16" West, 102.20 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a reverse curve to the left;

THENCE, in a southwesterly direction, along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 89°31'52", an arc length of 39.07 feet and a chord bearing South 41°33'19" West, 35.21 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

Silvercreek Section 4
22.0765 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, South $86^{\circ}47'23''$ West, 50.00 feet to a point in the centerline of aforementioned County Road 94;

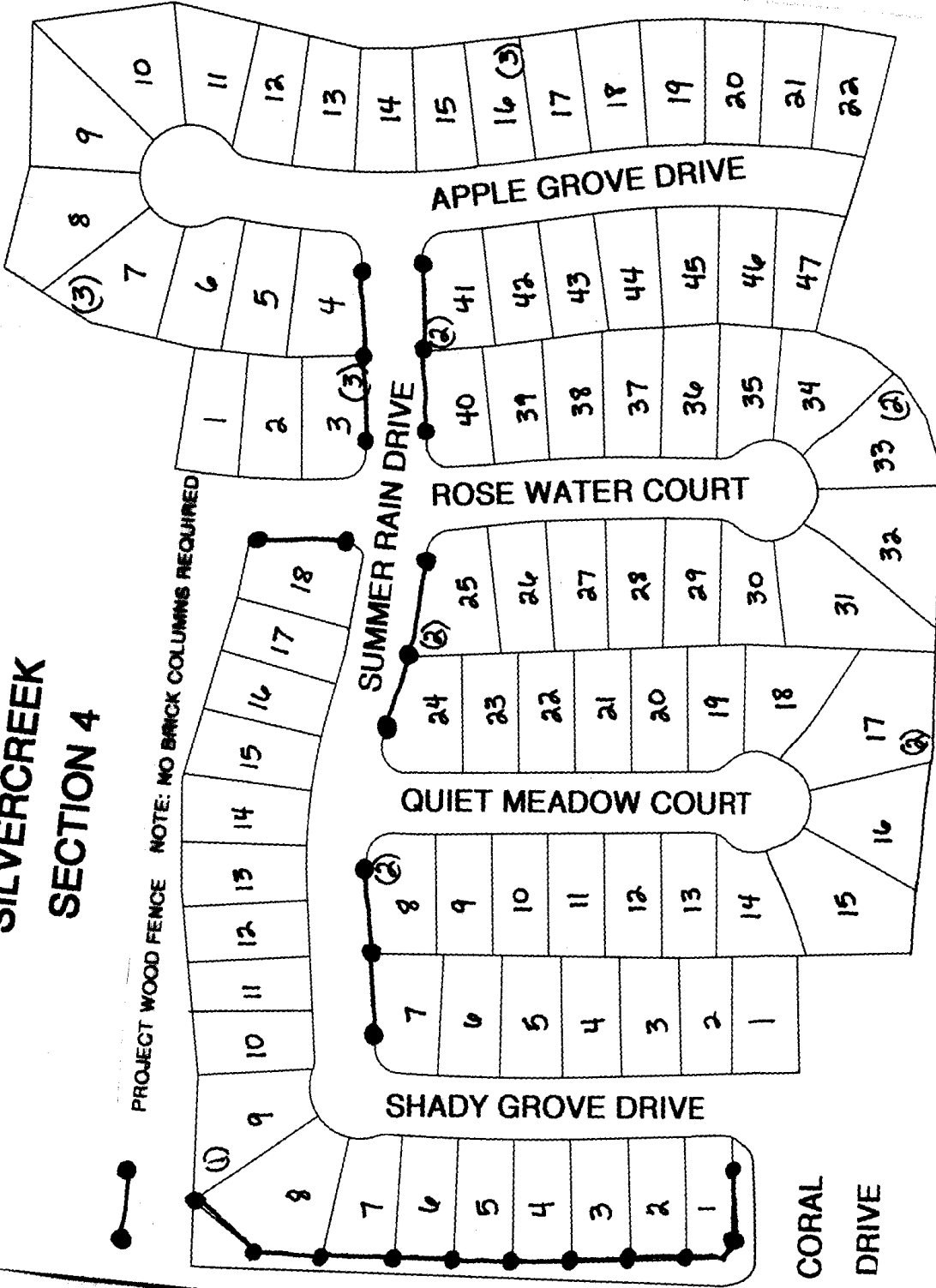
THENCE, North $03^{\circ}12'37''$ West, 1850.43 feet along the centerline of said County Road 94 to the POINT OF BEGINNING, CONTAINING 22.0765 acres of land in Brazoria County, Texas.

July 6, 2001
SURVPROJECTS\5100-5199\CLIENTS\5149-017\22.0879

EXHIBIT B

SILVERCREEK SECTION 4

PROJECT WOOD FENCE NOTE: NO BRICK COLUMNS REQUIRED



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STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX

FILED FOR RECORD

02 OCT 17 AM 9:17

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION FIVE

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THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (this "Supplemental Declaration"), is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, successor-by-merger to CENTENNIAL HOMES, INC., a Texas corporation, herein referred to and acting as Declarant (the "Declarant").

WHEREAS, on December 11, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Five is a 24.1921 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Five"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof, to designate certain portions of such property as one or more "Neighborhoods", as defined in the Original Declaration; and

WHEREAS, Declarant desires to make Section Five subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties, as defined in the Original Declaration, and to designate Section Five as a Neighborhood.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Five shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are defined in the Original Declaration shall have the meaning ascribed to them in the Original Declaration unless expressly provided herein to the contrary. Insofar as they affect SILVERCREEK, SECTION FIVE, all of the supplemental restrictions, covenants and requirements of this Supplemental Declaration shall form a part of, and be enforceable by the Declarant and/or the Association as provided in, the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Five, as filed by Declarant in the Map or Plat Records, Volume 22, Pages 309-310, of Brazoria County, Texas.

B. Section Five shall hereafter be known as SILVERCREEK, SECTION FIVE, a Neighborhood within Brazoria County.

C. All lands and Lots within Section Five shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration, and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Five:

Section 1. WALLS AND FENCES.

(a) The following Lots in Section Five shall have constructed and maintained thereon, at all times, a decorative wood project fence (meeting such criteria as is specified by the relevant Architectural Committee) that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots, whichever applies per the Plat. The specific location will be specified by the Architectural Committee.

Silvercreek, Section Five:

Block: 1

Lot(s): 1 through 11, 19, 20, 32, and 33

Block: 2

Lot(s): 1 and 17

(b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Five has a gated driveway, then such gate must be recessed from the front of such Living Unit or the Living Unit on an adjacent Lot by a minimum of five feet (5').

(d) The following Lots in Section Five shall be subject to a maintenance easement situated within the boundaries of the Lots in favor of the Association in connection with the Association's construction repair, maintenance and, from time to time, replacement of fences and walls located in the landscape reserves owned by the Declarant and/or the Association adjacent to such Lots:

Silvercreek, Section Five:

Block: 1

Lot(s): 11, 12, 13, 25, 26, 27, 38 through 45

Block: 2

Lot(s): 6, 7 and 28

(e) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, without the written approval of the architectural committee.

Section 2. **GARAGES AND GARAGE ACCESS.**

(a) No front load garages are permitted within Section Five unless such front load garages are accompanied by the construction of an approved porte-cochere attached to the Living Unit.

(b) All garages (except porte-cochere structures) in Section Five shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(d) The front of all garages, except for the garage door(s), must be of masonry construction.

(e) Each corner Lot in the Neighborhood is specifically prohibited from having driveway access to such Lot from the side Lot line.

(f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. **SIDEWALKS.**

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Five, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Five, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

Section 4. **DRIVEWAYS.** The streets in Silvercreek Section Five are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveways within the Brazoria County right-of-way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Five (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand (2,000) square feet.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Five closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All living Units in Section Five with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Five are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Five in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Five). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Five only in and by virtue of this Supplemental Declaration (specifically excluding those restrictions found in the Original Declaration that are repeated, in whole or in part, in this Supplemental Declaration) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66 2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Five and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Five may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Five, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Five by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in the Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 15th day of October, 2002.

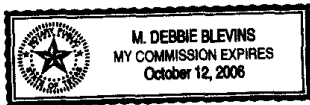
DECLARANT:

TMI, Inc.
a Texas corporation

By: *Joel Marshall*
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 15th day of October, 2002 by Joel Marshall, Vice President TIM, Inc., a Texas corporation, on behalf of said corporation.



M. Debbie Blewins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING, RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027



EXHIBIT A

Silvercreek Section 5
24.1921 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 24.1921 acre tract located in the A.C.H. & B. R.R. Co. Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of a called 159.940 acre tract as recorded under Clerk's File No. 00-500237 of the Brazoria County Official Public Records of Real Property; said 24.1921 acre tract being more particularly described as follows with all bearings being based on North 86°25'08" East, along the south line of Crestwood Cove at Silverlake as recorded under Volume 21, Pages 245-248 of the Brazoria County Plat Records:

COMMENCING at a found 5/8-inch iron rod located at the centerline intersection of Southfork Drive (County Road 59, 60-foot wide) and County Road 94 (40-foot wide) both recorded under Volume 2, Page 91 of the Brazoria County Plat Records;

THENCE, North 86°25'08" East, 64.68 feet along the centerline of said County Road 59 to the POINT OF BEGINNING of the herein described tract;

THENCE, North 86°25'08" East, 723.15 feet continuing along the centerline of said Southfork Drive 59 to a point;

THENCE, North 86°22'19" East, 262.26 feet continuing along the centerline of said Southfork Drive to a point;

THENCE, South 03°37'41" East, 50.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a non-tangent curve to the right, from which the radius point bears South 03°37'41" East, 25.00 feet;

THENCE, in a southeasterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing South 48°37'41" East, 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of proposed Silvercreek Drive (width varies);

THENCE, South 03°37'41" East, 57.50 feet along the west right-of-way of said proposed Silvercreek Drive to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a curve to the left;

THENCE, in a southeasterly direction, continuing along the west right-of-way of said proposed Silvercreek Drive with the arc of said curve to the left, having a radius of 500.00 feet, a central angle of 07°14'34", an arc length of 63.21 feet and a chord bearing South 07°14'58" East, 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 10°52'15" East, 55.69 feet continuing along the west right-of-way of said proposed Silvercreek Drive to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a curve to the right;

THENCE, in a southeasterly direction, continuing along the west right-of-way of said proposed Silvercreek Drive with the arc of said curve to the right, having a radius of 500.00 feet, a central angle of $07^{\circ}14'34''$, an arc length of 63.21 feet and a chord bearing South $07^{\circ}14'58''$ East, 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a compound curve to the right;

THENCE, in southwesterly direction, continuing along west right-of-way of proposed Silvercreek Drive with the arc of said curve to the right, having a radius of 920.00 feet, a central angle of $17^{\circ}11'55''$, an arc length of 276.16 feet and a chord bearing South $04^{\circ}58'16''$ West, 275.12 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a compound curve to the right;

THENCE, in a southwesterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of $84^{\circ}58'22''$, an arc length of 37.08 feet and a chord bearing South $56^{\circ}03'25''$ West, 33.77 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north right-of-way of proposed Canyon Bluff Drive (60-foot wide);

THENCE, South $17^{\circ}49'47''$ West, 60.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the south right-of-way of said proposed Canyon Bluff Drive beginning a non-tangent curve to the right, from which the radius point bears South $08^{\circ}09'38''$ West, 25.00 feet;

THENCE, in a southeasterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of $94^{\circ}52'23''$, an arc length of 41.40 feet and chord bearing South $34^{\circ}24'10''$ East, 36.83 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of aforementioned Silvercreek Drive beginning a reverse curve to the left;

THENCE, in a southerly direction, along the west right-of-way of said Silvercreek Drive with the arc of said curve to the left, having a radius of 655.00 feet, a central angle of $25^{\circ}54'31''$, an arc length 296.18 feet and a chord bearing South $00^{\circ}04'46''$ West, 293.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $12^{\circ}52'29''$ East, 111.69 feet continuing along the west right-of-way of said Silvercreek Drive to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $86^{\circ}15'24''$ West, 123.80 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $86^{\circ}49'24''$ West, 267.42 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $87^{\circ}57'51''$ West, 77.74 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of Cloverleaf Court (60-foot wide) with the arc of a non-tangent curve to the right, from which the radius point bears South $88^{\circ}37'14''$ West, 1830.00 feet;

THENCE, in a southerly direction, along the east right-of-way of Cloverleaf Court with the arc of said curve to the right, having a radius of 1830.00 feet, a central angle of 03°00'26", an arc length 96.04 feet and a chord bearing South 00°07'26" West, 96.03 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 85°18'46" West, 60.09 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of said Cloverleaf Court beginning a non-tangent curve to the right, from which the radius point bears North 88°28'35" West, 25.00 feet;

THENCE, in a southwesterly direction, along the arc of said curve to the right, having a radius of 25.00, a central angle of 89°57'13", an arc length of 39.25 feet and a chord bearing South 46°30'02" West, 35.34 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north right-of-way of proposed Misty Grove Drive (60-foot wide) beginning a reverse curve to the left;

THENCE, in a southwesterly direction along the north right-of-way of said proposed Misty Grove Drive with the arc of said curve to the left, having a radius of 1730.00 feet, a central angle of 03°07'01", an arc length of 94.12 feet and a chord bearing South 89°55'08" West, 94.10 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 03°12'37" West, 211.74 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°47'23" West, 180.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of aforementioned proposed Canyon Bluff Drive;

THENCE, South 03°12'37" East, 11.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a curve to the right;

THENCE, in a southwesterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 41°47'23" West, 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°47'23" West, 90.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a curve to the right;

THENCE, in a northwesterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and chord bearing North 48°12'37" West, 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of proposed County Road 94 (70-foot wide);

THENCE, North 03°12'37" West, 897.72 feet along the east right-of-way of said proposed County Road 94 to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") being the southeast cutback corner of proposed Southfork Drive (County Road 59):

Silvercreek Section 5
24.1921 Acres

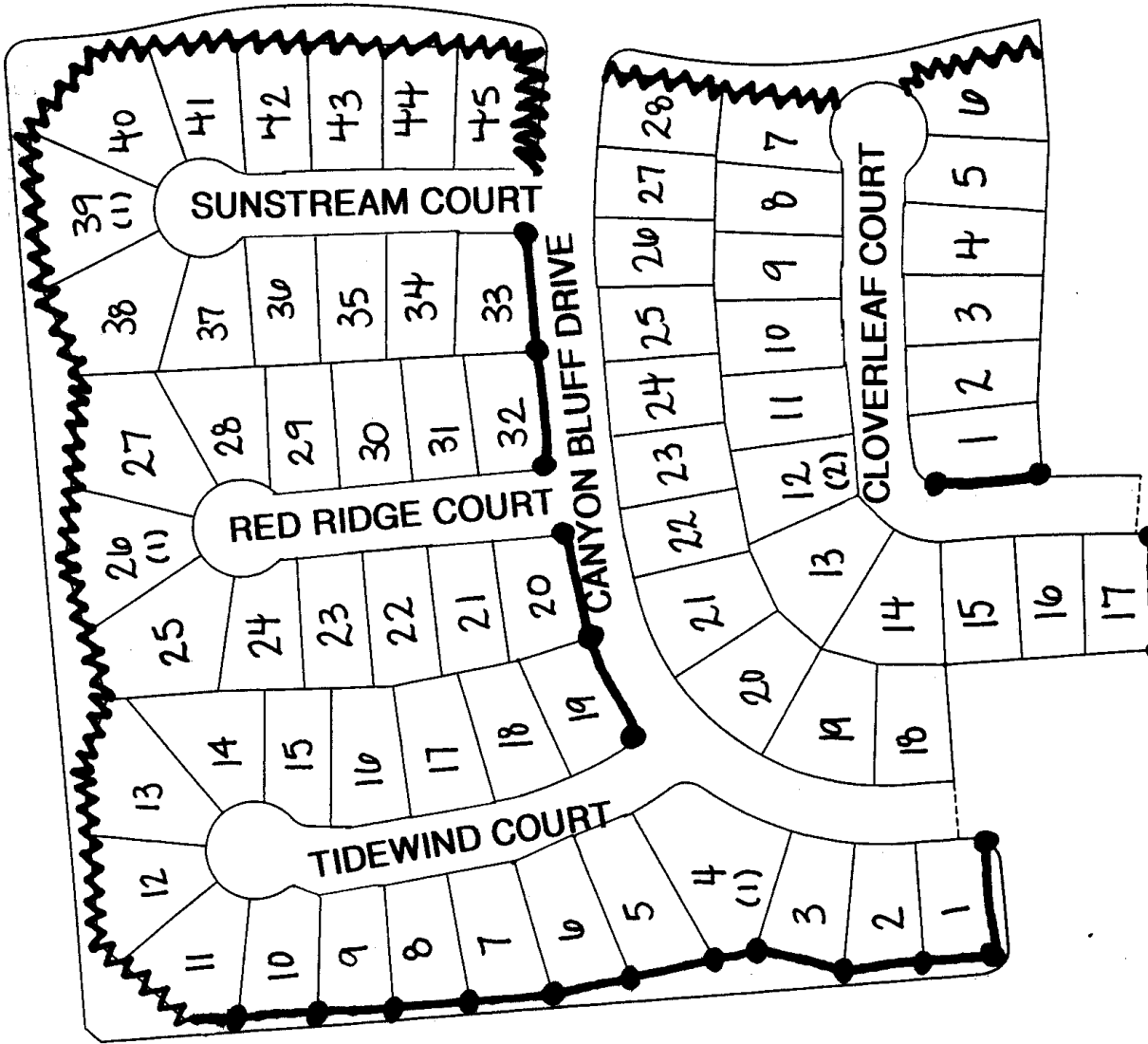
A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415



THENCE, North $41^{\circ}36'16''$ East, 21.28 feet along said cutback to a set $3/4$ -inch iron rod (with cap stamped "Cotton Surveying") in the south right-of-way of said proposed Southfork Drive;

THENCE, North $03^{\circ}34'52''$ West, 50.00 feet to the POINT OF BEGINNING, CONTAINING 24.1921 acres of land in Brazoria County, Texas.

July 6, 2001
SURVPROJECTS\5100-6199CLIENT\5149-018\24.1938

SILVERCREEK SECTION 5



 EXISTING BRICK FENCE
 PROJECT WOOD FENCE
NOTE: BRICK COLUMNS NOT REQUIRED

02 053777

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX

FILED FOR RECORD

02 OCT 17 AM 9:17

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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15
21
15cc
420
Cv. 8453

10
hg.

DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION SIX

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (this "Supplemental Declaration"), is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, successor-by-merger to CENTENNIAL HOMES, INC., a Texas corporation, herein referred to and acting as Declarant (the "Declarant").

WHEREAS, on December 11, 2001 Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Six, is a 15.2469 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Six"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof, to designate certain portions of such property as one or more "Neighborhoods", as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Six subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties, as defined in the Original Declaration, and to designate Section Six as a Neighborhood.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Six shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are defined in the Original Declaration shall have the meaning ascribed to them in the Original Declaration unless expressly provided herein to the contrary. Insofar as they affect SILVERCREEK, SECTION SIX, all of the supplemental restrictions, covenants and requirements of this Supplemental Declaration shall form a part of, and be enforceable by the Declarant and/or the Association as provided in, the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Six, as filed by Declarant in the Map or Plat Records, Volume 22, Pages 313-314, of Brazoria County, Texas.

v/s

B. Section Six shall hereafter be known as SILVERCREEK, SECTION SIX, a Neighborhood within Brazoria County.

C. All lands and Lots within Section Six shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration, and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Six:

Section 1. WALLS AND FENCES.

(a) The following Lots in Section Six shall have constructed and maintained thereon, at all times, a decorative wood project fence (meeting such criteria as is specified by the relevant Architectural Committee) that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots, whichever applies per the Plat. The specific location will be specified by the Architectural Committee.

Silvercreek, Section Six
Block: 1
Lot(s): 7, 8, 12, 13 and 23

(b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Six has a gated driveway, then such gate must be recessed from the front of such Living Unit or any Living Unit on an adjacent Lot by a minimum of five feet (5') unless otherwise approved in writing by the relevant Architectural Committee.

(d) The following Lots in Section Six shall be subject to a maintenance easement situated within the boundaries of the Lots in favor of the Association in connection with the Association's construction repair, maintenance and, from time to time, replacement of fences and walls located in the landscape reserves owned by the Declarant and/or the Association adjacent to such Lots:

Silvercreek, Section Six:
Block: 1
Lot(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18 and 19

(e) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, without written approval of the architectural committee.

Section 2. GARAGES AND GARAGE ACCESS.

(a) No front load garages are permitted within Section Six unless such front load garages are accompanied by the construction of an approved porte-cochere attached to the Living Unit. Other than as expressly permitted in the preceding sentence, no garage face which is less than sixty (60) feet from the front boundary on any Lot shall have an angle of less than ninety (90) degrees in relation to the front boundary of such Lot, unless otherwise approved by the New Construction Committee or the relevant Architectural Committee.

(b) All garages (excluding the porte-cochere structures) shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(d) The front of all garages, except for the garage door(s), must be of masonry construction.

(e) Each corner Lot in Section Six is specifically prohibited from having driveway access to such Lot from the side Lot line.

(f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. SIDEWALKS.

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Six, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Six, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

Section 4. DRIVEWAYS. The streets in Silvercreek Section Six are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions

of driveways within the Brazoria County right-of-way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Six (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Three Hundred (2,300) square feet of living area for a single story Living Unit or less than Two Thousand Six Hundred (2,600) square feet of living area for a two or two and one-half story Living Unit.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Six closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Six with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Six are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Six in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Six). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Six only in and by virtue of this Supplemental Declaration (specifically excluding those restrictions found in the Original Declaration that are repeated, in whole or in part, in this Supplemental Declaration) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3 %) of the total votes of the Class A Members of the Association owning one or more Lots in Section Six, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Six may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Six, as provided in Article III, Section 6 of the Original Declaration.

Section 11. AGREEMENT. Each Owner of a Lot in Section Six by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 15th day of October, 2002.

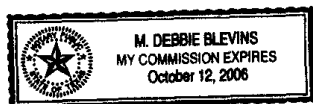
DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 15th day of October, 2002, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



M. Debbie Blewins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING. RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

EXHIBIT A

Silvercreek Section 6
15.2469 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 15.2469 acre tract located in the A.C.H. & B. R.R. Co. Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of a called 159.940 acre tract as recorded under Clerk's File No. 00-500237 of the Brazoria County Official Public Records of Real Property; said 15.2469 acre tract being more particularly described as follows with all bearings being based on North 86°23'56" East, along the south line of Crestwood Cove at Silverlake as recorded under Volume 21, Pages 245-248 of the Brazoria County Plat Records:

COMMENCING at a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the north right-of-way of Southfork Drive (County Road 59) as recorded under Volume 21, Page's 245-248 of the Brazoria County Plat Records marking the southwest corner of Restricted Reserve "A" of said Crestwood Cove at Silverlake and the southeast corner of a called 58.8356 acre tract as recorded under Clerk's File No. 93-035394 of the Brazoria County Official Public Records of Real Property;

THENCE, South 86°22'19" West, 128.36 feet along the north right-of-way of said Southfork Drive to a point;

THENCE, South 03°37'41" East, 50.00 feet to the POINT OF BEGINNING of the herein described tract in the centerline of proposed Southfork Drive (100-feet wide);

THENCE, North 86°22'19" East, 128.35 feet along the centerline of said proposed Southfork Drive to a point

THENCE, North 86°23'56" East, 1318.81 feet continuing along the centerline of said proposed Southfork Drive to a point;

THENCE, South 03°18'06" East, 51.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") beginning a non-tangent curve to the left, from which the radius point bears South 00°51'12" East, 1450.97 feet;

THENCE, in a southwesterly direction, along the arc of said curve to the left, having a radius of 1450.00 feet, a central angle of 02°44'59", an arc length of 69.59 feet and a chord bearing South 87°46'22" West, 69.58 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 86°23'56" West, 849.69 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 03°36'04" East, 196.64 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 08°28'47" East, 173.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $03^{\circ}18'06''$ East, 99.97 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north right-of-way of proposed West Wing Drive (60-foot wide), beginning a non-tangent curve to the right from which the radius point bears North $02^{\circ}10'57''$ East, 720.00 feet;

THENCE, in a northwesterly direction, along the north right-of-way of said proposed West Wing Drive, with the arc of said curve to the right having a radius of 720.00 feet, a central angle of $02^{\circ}26'08''$, an arc length 30.61 feet and a chord bearing North $86^{\circ}35'59''$ West, 30.61 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $04^{\circ}37'05''$ West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the south right-of-way of said proposed West Wing Drive, beginning a non-tangent curve to the left from which the radius point bears North $04^{\circ}16'51''$ East, 780.00 feet;

THENCE, in a southeasterly direction, along the south right-of-way of said proposed West Wing Drive, with the arc of said curve to the left having a radius of 780.00 feet, a central angle of $00^{\circ}20'14''$, an arc length 4.59 feet and a chord bearing South $85^{\circ}33'02''$ East, 4.59 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $01^{\circ}23'04''$ East, 125.53 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $85^{\circ}36'26''$ West, 77.39 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $80^{\circ}12'01''$ West, 71.67 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $55^{\circ}55'09''$ West, 71.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $31^{\circ}41'35''$ West, 71.35 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $10^{\circ}09'54''$ West, 71.98 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $08^{\circ}39'56''$ East, 71.98 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $22^{\circ}26'26''$ East, 95.85 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $76^{\circ}01'31''$ West, 126.53 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of proposed Aspen Lake Drive (60-foot wide) to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $22^{\circ}54'24''$ East, 10.38 feet along the east right-of-way of said proposed Aspen Lake Drive to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South $67^{\circ}05'34''$ West, 60.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the west right-of-way of said proposed Aspen Lake Drive, beginning a non-tangent curve to the right from which the radius point bears South $67^{\circ}05'36''$ West, 370.00 feet;

THENCE, in a southerly direction, along the arc of said curve to the right, having a radius of 370.00 feet, a central angle of $40^{\circ}02'16''$, an arc length of 258.55 feet and a chord bearing South $02^{\circ}53'16''$ East, 253.32 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a compound curve to the right;

THENCE, in a southwesterly direction, along the arc of said curve to the right, having a radius of 355.00 feet, a central angle of $35^{\circ}05'46''$, an arc length of 217.45 feet and a chord bearing South $34^{\circ}40'45''$ West, 214.07 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a compound curve to the right;

THENCE, in a northwesterly direction, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of $100^{\circ}47'28''$, an arc length of 43.98 feet and a chord bearing North $77^{\circ}22'38''$ West, 38.52 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east right-of-way of proposed Silvercreek Drive (width varies), beginning a compound curve to the right;

THENCE, along the east right-of-way of said proposed Silvercreek Drive the following twelve (12) courses and distances:

1. In a northwesterly direction, along the arc of said curve to the right, having a radius of 270.00 feet, a central angle of $26^{\circ}10'06''$, an arc length of 123.32 feet and a chord bearing North $13^{\circ}53'52''$ West, 122.25 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");
2. North $00^{\circ}48'49''$ West, 65.00 to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a curve to the left;
3. In a northerly direction, along the arc of said curve to the left having a radius of 780.00 feet, a central angle of $12^{\circ}03'41''$, an arc length of 164.20 feet and a chord bearing North $06^{\circ}50'39''$ West, 163.89 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");
4. North $12^{\circ}52'29''$ West, 166.17 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a curve to the right;
5. In a northerly direction, along the arc of said curve to the right having a radius of 595.00 feet, a central angle of $26^{\circ}26'43''$, an arc length of 274.63 feet and a chord bearing North $00^{\circ}20'52''$ East, 272.20 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

Silvercreek Section 6
15.2469 Acres

A.C.H. & B. R.R. Co. Survey, Section 87
Abstract No. 415

6. North $13^{\circ}34'14''$ East, 104.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a curve to the left;
7. In a northerly direction, along the arc of said curve to the left having a radius of 980.00 feet, a central angle of $17^{\circ}11'55''$, an arc length of 294.17 feet and a chord bearing North $04^{\circ}58'16''$ East, 293.06 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a reverse curve to the right;
8. In a northerly direction, along the arc of said curve to the right having a radius of 500.00 feet a central angle of $07^{\circ}14'34''$, an arc length of 63.21 feet and a chord bearing North $00^{\circ}00'24''$ West, 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");
9. North $03^{\circ}36'53''$ East, 55.69 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a curve to the left;
10. In a northerly direction, along the arc of said curve to the left having a radius of 500.00 feet, a central angle of $07^{\circ}14'34''$, an arc length of 63.21 feet and a chord bearing North $00^{\circ}00'24''$ West, 63.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");
11. North $03^{\circ}37'41''$ West, 57.50 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), beginning a curve to the right;
12. In a northeasterly direction, along the arc of said curve to the right having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet and a chord bearing North $41^{\circ}22'19''$ East, 35.36 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $03^{\circ}37'41''$ West, 50.00 feet to the POINT OF BEGINNING, CONTAINING 15.2469 acres of land in Brazoria County, Texas.

JULY 6, 2001
SURVPROJECTS\5100-5199\CLIENTS\5149-018\152469.DOC

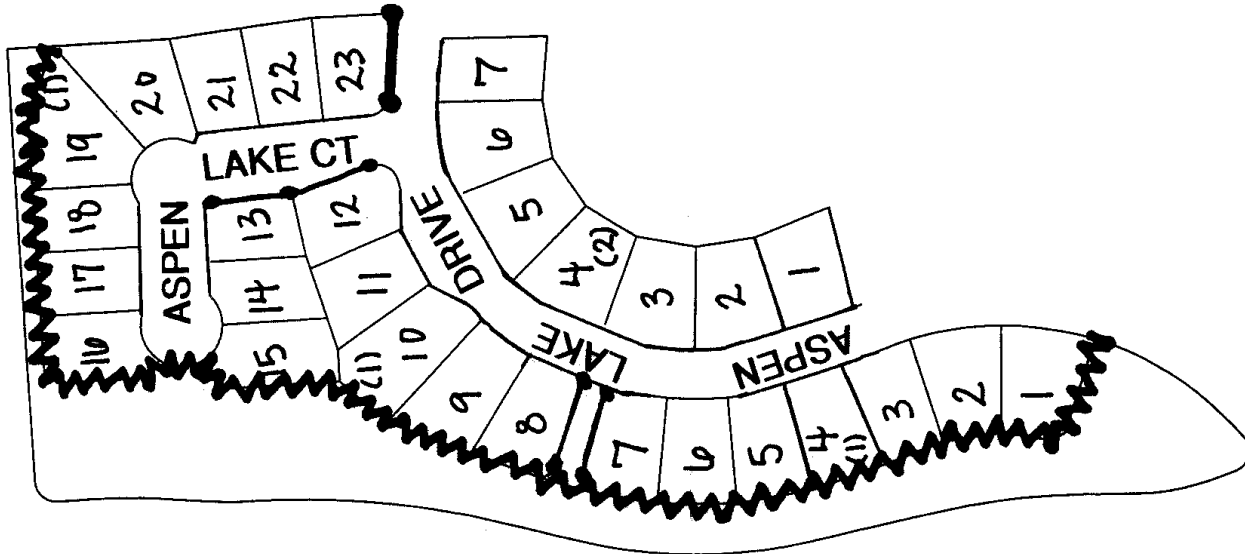
EXHIBIT B
SILVERCREEK SECTION 6



BRICK FENCE



PROJECT WOOD FENCE
WITHOUT COLUMNS



STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria
County, Texas do hereby certify that this instrument was FILED
FOR RECORD and RECORDED in the OFFICIAL RECORD at the
time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX

FILED FOR RECORD

02 OCT 17 AM 9:17

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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29⁰²
CL 8545

**DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION EIGHT**

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 18, 2001 Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Eight, is a 36.5980 acre tract of land within the Property, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Section Eight"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Eight subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section Eight as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Eight shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. Any capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION EIGHT, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of and be enforceable by the Declarant and/or the Association as provided in the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them respectively, under the

see page 6

Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Eight, as filed by Declarant in the Map or Plat Records, Volume 23, Page 315-316, of Brazoria County, Texas (the "Plat").

B. Section Eight shall hereafter be known as SILVERCREEK, SECTION EIGHT, a "Neighborhood" within Brazoria County.

C. All lands and Lots within Section Eight shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Eight:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Eight shall have constructed and maintained thereon, at all times, a decorative wood project fence (meeting such criteria as is specified by the relevant Architectural Committee), that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots, whichever applies per the diagram attached hereto as **Exhibit "B"**. The specific location will be specified by the Architectural Committee.

Silvercreek, Section Eight
Block: 1
Lot(s): 1, 4, 5, 17, 18, 31

Block: 2
Lot(s): 1, 2, 3, 5, 6, 7, and 8

Block: 3
Lot(s): 1, 8, 9, 19, 20, 32, 33

(b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Eight has a gated driveway, then such gate must be recessed from the front of such Living Unit or any Living Unit on an adjacent Lot by a minimum of five feet (5') unless otherwise approved in writing by the relevant Architectural Committee.

(d) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street without written approval of the Architectural Committee.

Section 2. GARAGES AND GARAGE ACCESS.

(a) No front load garages are permitted within Section Eight unless such front load garages are accompanied by the construction of an approved porte-cochere attached to the Living Unit. Other than as expressly permitted in the preceding sentence, no garage face which is less than sixty (60) feet from the front boundary on any Lot shall have an angle of less than ninety (90) degrees in relation to the front boundary of such Lot, unless otherwise approved by the New Construction Committee or the relevant Architectural Committee.

(b) All garages (excluding the porte-cochere structures) shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(d) The front of all garages, except for the garage door(s), must be of masonry construction.

(e) Each corner Lot in Section Eight is specifically prohibited from having driveway access to such Lot from the side Lot line.

(f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots unless otherwise indicated on the recorded Plat.

Section 3. SIDEWALKS.

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Eight, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Eight, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the

boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **DRIVEWAYS.** The streets in Silvercreek Section Eight are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveway within the Brazoria County right of way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Eight (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Three Hundred (2,300) square feet of living area for a single story Living Unit and shall not be less than Two Thousand Six Hundred (2,600) square feet of living area for a two or two and one-half story Living Unit.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Eight closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Eight with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Eight are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Eight in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Eight). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Eight only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3 %) of the total votes of the Class A Members of the Association owning one or more Lots in Section Eight, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Eight may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Eight, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Eight by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK]

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 18 day of June, 2003.

DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

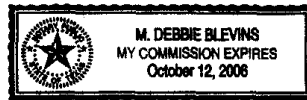
THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 18th day of June, 2003, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.

M. Debbie Blevins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING. RETURN TO:



Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

EXHIBIT A

Silvercreek Section 8
36.5980 Acres

A.C.H. & B.R.R. Co Survey Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a certain 36.5980 acres tract located in the A.C.H. & B.R.R. Co; Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of Suburban Gardens as recorded under Volume 2, Pages 91-92 of the Brazoria County Plat Records, being a portion of a called 159.940 acre tract as recorded under Clerk's File No 00-039295 of the Brazoria County Official Public Records of Real Property and a portion of a called 109.738 acre tract as recorded under Clerk's File No 01-040006 of the Brazoria County Official Public Records of Real Property; said 36.5980 acre tract being more particularly described as follows with all bearings being based on North 86°44'33" East along the south line of a called 159.940 acre tract as recorded under Clerk's File No. 98-027536 of the Brazoria County Official Public Records of Real Property;

BEGINNING at a 1/2-inch rod found marking the southeast corner of a called 159.940 acre tract as recorded under Clerks File No.00-039295 of the Brazoria County Official Public Records of Real Property, same being on the centerline of County Road 922 (40 feet wide) as recorded at Volume 2, Page 92 of the Brazoria County Plat Records;

THENCE, South 86°44'33" West, at 14.62 feet pass a 5/8-inch iron rod (with cap stamped "Cotton Surveying") found marking the northeast corner of a called 109.738 acre tract as recorded under Clerk's File No. 01-040006 of the Brazoria County Official Public Records of Real Property and continuing in all 173.08 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 03°14'52" West, 15.85 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 86°59'30" West, 480.64 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 66°03'23" West, 76.45 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 89°18'44" West, 256.23 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 57°02'52" West, 142.03 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 63°28'39" West, 166.40 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

Silvercreek Section 8
36.5980 Acres

A.C.H. & B.R.R. Co. Survey Section 87
Abstract No. 415

THENCE, in a southwesterly direction along the arc of a said curve to the left, having a radius of 330.04 feet, a central angle of $41^{\circ}59'58''$, an arc length of 241.93 feet and a chord bearing South $09^{\circ}39'39''$ West, 236.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South $11^{\circ}20'20''$ East, 77.57 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the right;

THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 419.54 feet, a central angle of $14^{\circ}15'27''$, an arc length of 104.40 feet and a chord bearing South $04^{\circ}13'36''$ East, 104.13 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South $02^{\circ}53'54''$ West, 75.31 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North $87^{\circ}06'06''$ West, 71.96 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North $81^{\circ}19'42''$ West, 2.46 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the southeast corner of the Silvercreek Section 4 as recorded at Volume 23, Pages 65-68 of the Brazoria County Plat Records, same being the southeast corner of Lot 22, Block 3 of said Silvercreek Section 4;

THENCE, along the easterly line of said Silvercreek Section 4 of the following eight (8) courses and distances:

1. North $04^{\circ}47'06''$ East, 69.35 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
2. North $03^{\circ}13'14''$ West, 119.44 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
3. North $06^{\circ}35'22''$ West, 62.61 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
4. North $13^{\circ}08'59''$ West, 117.95 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
5. North $11^{\circ}35'01''$ West, 106.26 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
6. North $05^{\circ}03'34''$ West, 51.31 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
7. North $08^{\circ}16'56''$ East, 189.46 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;

8. North $13^{\circ}17'50''$ West, 141.42 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the common easterly corner of said Silvercreek Section 4 and Silvercreek Section 1, as recorded at Volume 22, Pages 219-222 of Brazoria County Plat Records;

THENCE, along the easterly line of said Silvercreek Section 1 of the following four (4) courses and distances:

1. North $22^{\circ}33'02''$ East, 75.95 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
2. North $03^{\circ}13'34''$ West, 142.91 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
3. North $35^{\circ}59'58''$ West, 63.40 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found on the southeast right-of-way of Rosewood Drive (60 foot wide), being in the arc of a curve to the left;
4. In a northeasterly direction along the arc of said curve to the left having a radius of 305.00 feet, a central angle of $17^{\circ}06'26''$ an arc length of 91.07 feet and a chord bearing North $32^{\circ}45'47''$ East, 90.73 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the common southerly corner of said Silvercreek Section 1 and Silvercreek Section 3, as recorded at Volume 22, Pages 227-230 of the Brazoria County Plat Records;

THENCE, along the southerly boundary of said Silvercreek Section 3 of the following thirteen (13) courses and distances:

1. In a northeasterly direction along the arc of a curve to the left having a radius of 305.00 feet, a central angle of $04^{\circ}59'12''$, an arc length of 26.55 feet and a chord bearing North $21^{\circ}42'58''$ East, 26.54 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found, beginning of a reverse curve to the right;
2. In a northeasterly direction along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of $71^{\circ}05'46''$, an arc length of 31.02 feet and a chord bearing North $54^{\circ}46'15''$ East, 29.07 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found, beginning of a reverse curve to the left;
3. In a northeasterly direction along the arc of said curve to the left, having a radius of 330.00 feet, a central angle of $45^{\circ}35'38''$, an arc length of 262.60 feet and a chord bearing North $67^{\circ}31'19''$ East, 255.73 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
4. North $44^{\circ}43'30''$ East, 60.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found for the beginning of a curve to the right;

Silvercreek Section 8
36.5980 Acres

A.C.H. & B.R.R. Co. Survey Section 87
Abstract No. 415

5. In a northeasterly direction along the arc of said curve to the right, having a radius of 270.00 feet, a central angle of $19^{\circ}26'33''$, an arc length of 91.62 feet and chord bearing North $54^{\circ}26'47''$ East, 91.18 to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
6. North $25^{\circ}49'57''$ West, 204.68 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
7. North $76^{\circ}18'38''$ East, 63.70 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
8. North $83^{\circ}27'14''$ East, 76.05 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
9. North $85^{\circ}34'18''$ East, 77.12 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
10. South $87^{\circ}00'26''$ East, 160.34 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
11. North $32^{\circ}46'07''$ East, 74.23 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
12. South $03^{\circ}18'06''$ East, 90.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
13. North $86^{\circ}41'57''$ East, 587.60 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found on the centerline of the aforementioned County Road 922;

THENCE, South $03^{\circ}18'06''$ East, 1255.11 feet to the POINT OF BEGINNING, CONTAINING 36.5890 acres of land in Brazoria County, Texas.

I DRIVE \SURVEYPROJECTS\5100-5199\5149\026\M&B 36.5980

SILVERCREEK SECTION 8

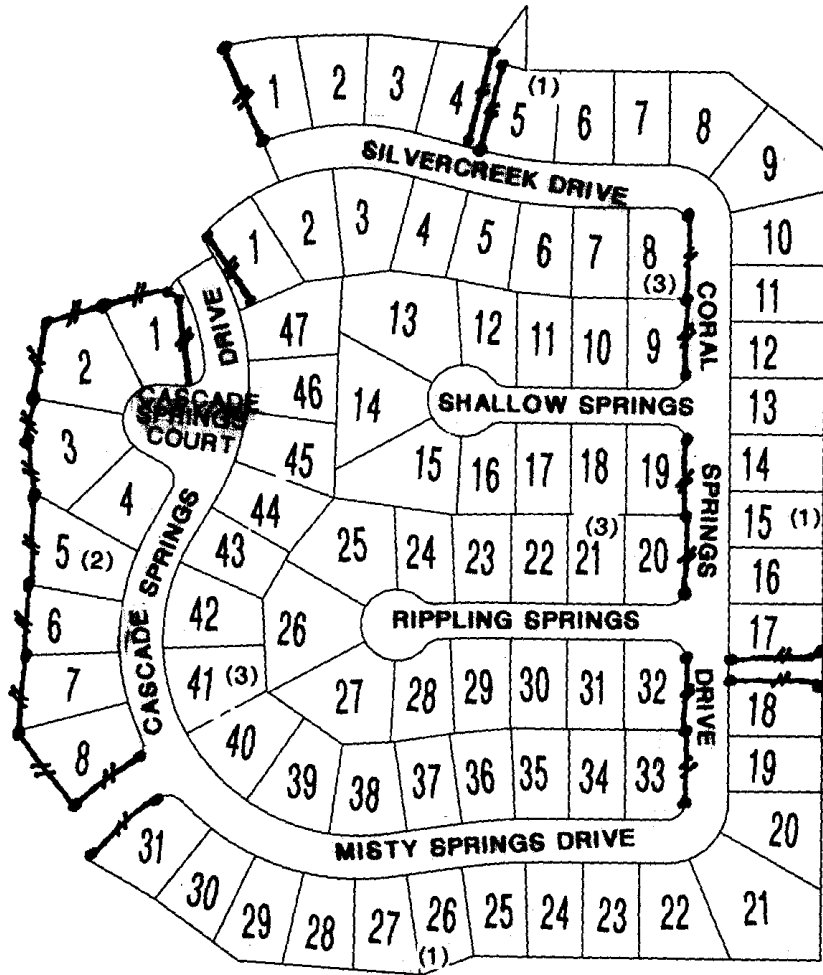


EXHIBIT "R"

PROJECT WOOD FENCE
WITHOUT COLUMNS
(NOT TO SCALE)

03 039484

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria
County, Texas do hereby certify that this instrument was FILED
FOR RECORD and RECORDED in the OFFICIAL RECORD at the
time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX

FILED FOR RECORD

2003 JUN 30 P 3:34

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

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DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION SEVEN

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (this "Supplemental Declaration"), is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, successor-by-merger to CENTENNIAL HOMES, INC., a Texas corporation, herein referred to and acting as Declarant (the "Declarant").

WHEREAS, on December 11, 2001 Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Seven, is a 26.8043 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Seven"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof, to designate certain portions of such property as one or more "Neighborhoods", as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Seven subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties, as defined in the Original Declaration, and to designate Section Seven as a Neighborhood.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Seven shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are defined in the Original Declaration shall have the meaning ascribed to them in the Original Declaration unless expressly provided herein to the contrary. Insofar as they affect SILVERCREEK, SECTION SEVEN, all of the supplemental restrictions, covenants and requirements of this Supplemental Declaration shall form a part of, and be enforceable by the Declarant and/or the Association as provided in, the Original

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RECORDER'S MEMORANDUM:

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

✓ Page 4

Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Seven, as filed by Declarant in the Map or Plat Records of Brazoria County, Texas.

B. Section Seven shall hereafter be known as SILVERCREEK, SECTION SEVEN, a Neighborhood within Brazoria County.

C. All lands and Lots within Section Seven shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration, and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Seven:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Seven shall have constructed and maintained thereon, at all times, a decorative wood fence (meeting such criteria as is specified by the relevant Architectural Committee) that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots which is immediately adjacent to a landscape reserve, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference:

Silvercreek, Section Seven
Block: 1; Lots: 1 through 19;
Block: 2; Lots: 1,7,8,15,16, and 35; and
Block: 3; Lots: 1,21,22, and 37.

(b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Seven has a gated driveway, then such gate must be recessed from the front of such Living Unit or any Living Unit on an adjacent Lot by a minimum of one foot (1').

(d) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than a five (5') foot variance off the building setback line parallel to the side street, provided, however, the five (5') foot variance leaves adequate room for required trees,

the corner fence does not come within five (5') feet of the sidewalk, and the variance is consistent on the back-to-back Lots.

Section 2. GARAGES AND GARAGE ACCESS.

(a) All garages shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(b) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(c) The front of all garages, except for the garage door(s), must be of masonry construction or some other material approved by the New Construction Committee.

(d) Each corner Lot in Section Seven is specifically prohibited from having driveway access to such Lot from the side Lot line.

(e) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. SIDEWALKS.

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Seven, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the driveway. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Seven, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and shaped in a manner approved by the New Construction Committee.

Section 4. DRIVEWAYS. The streets in Silvercreek Section Seven are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveways within the Brazoria County right-of-way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Seven (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than One Thousand Eight Hundred (1,800) square feet of living area.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Seven closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Seven with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Seven are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Seven in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Seven). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Seven only in and by virtue of this Supplemental Declaration (specifically excluding those restrictions found in the Original Declaration that are repeated, in whole or in part, in this Supplemental Declaration) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Seven, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Seven may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Seven, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Seven by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 16 day of OCTOBER, 2003.

DECLARANT:

TMI, INC., a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

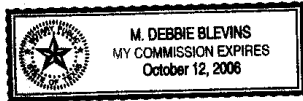
THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 16 day of OCTOBER, 2003, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.

M. Debbie Blevins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING. RETURN TO:



✓ Joel Marshall
TMI, Inc.
16285 Park Ten Place
Suite 300
Houston, Texas 77084

EXHIBIT A

Silvercreek Section 7
26.8043 acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES AND BOUNDS** description of a certain 26.8043 acre tract located in the A.C.H. & B.R.R. Co. Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of Suburban Gardens as recorded in Volume 2, Page 91-92 of the Brazoria County Plat Records, being a portion of a called 109.738 acre tract as recorded under Clerk's File No 01-040006 of the Brazoria County Official Public Records of Real Property and a portion of a called 19.9879 acre tract as recorded under Clerk's File No. 01-057373 Brazoria County Official Public Records of Real Property; said 26.8043 acre tract being more particularly described as follows with all bearings being based on North 86°44'33" East along the south line of a called 159.940 acre tract as recorded under Clerk's File No. 98-027536 of the Brazoria County Official Public Records of Real Property;

COMMENCING at a 5/8- inch iron rod (with cap stamped "Cotton Surveying") found marking the southwest corner of a called 109.738 acre tract as recorded under Clerk's File No. 01-040006 of the Brazoria County Official Public Records of Real Property, from which a 5/8- inch iron rod found bears South 55°27' West, 2.78 feet, same being on the easterly line of a 9.113 acre tract as recorded under Clerk's File No. 99-033101 of the Brazoria County Official Public Records of Real Property, same being the northwesterly corner of a 160 foot wide water canal easement as recorded under Clerk's File No. 01-032134 of the Brazoria County Official Public Records of Real Property, same being on the centerline of County Road 94 (40 feet wide) as recorded at Volume 2, page 92 of the Brazoria County Plat Records

THENCE, South 76°45'29" East, 618.11 feet along the northerly line of said 160 foot wide water canal easement to a 3/4-inch iron rod (with cap stamped "Cotton Surveying"), set for the **POINT OF BEGINNING**;

THENCE, North 12°52'54" East, 116.87 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 10°37'40" East, 81.72 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 04°18'00" East, 58.67 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 01°09'37" West, 58.39 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 03°48'50" West, 427.43 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 03°12'37" West, 60.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 86°47'23" East, 1.99 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 7
26.8043 acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, North 03°12'37" West, 115.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 04°42'38" East, 204.26 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 03°15'39" West, 171.59 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 86°44'33" East, 268.33 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 22°47'28" West, 129.02 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") for the beginning of a curve to the left.

THENCE, in a northeasterly direction along the arc of said curve to the left, having a radius of 330.00 feet, a central angle of 12°00'14", an arc length of 69.14 feet and a chord bearing North 69°16'06" East, 69.01 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 29°21'46" West, 60.08 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

THENCE, in a northeasterly direction along the arc of said curve to the left, having a radius of 270.00 feet, a central angle of 55°10'47", an arc length of 260.03 feet and a chord bearing North 36°15'41" East, 250.09 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found on the southerly boundary of Silvercreek Section 4, as recorded at Volume 23, Pages 65-68 of the Brazoria County Plat Records, same being the southeast corner of Lot 47, Block 2 of said Silvercreek Section 4, same being on the westerly right-of-way of Apple Grove Drive (60 foot wide);

THENCE, South 81°19'42" East, along said southerly boundary at 60.00 feet pass a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found on the easterly right-of-way of said Apple Grove Drive, same being the southwest corner of Lot 22, Block 3 of said Silvercreek Section 4, at 181.00 feet pass a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the southeast corner of said Lot 22, Block 3, and continuing in all 182.46 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 87°06'06" East, 71.96 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 02°53'54" West, 11.96 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

THENCE, in a southeasterly direction along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of 33°12'31", an arc length of 307.19 feet and a chord bearing South 13°42'21" East, 302.91 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 7
26.8043 acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, South 48°54'45" West, 106.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 07°02'18" West, 29.78 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 35°32'01" East, 47.34 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 40°33'21" East, 133.02 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 31°27'16" East, 123.12 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 17°35'08" East, 126.99 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 62°17'32" West 77.58 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 44°09'15" West, 151.58 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE,, South 10°16'46" West, 99.34 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE,, South 04°43'05" East, 119.60 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE,, South 24°37'06" East, 133.51 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the right.

THENCE, in a southwesterly direction along the arc of said curve to the right, having a radius of 420.00 feet, a central angle of 05°01'25", an arc length of 36.83 feet and a chord bearing South 67°34'15" West, 36.81 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 18°53'05" East, 185.86 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 11°51'50" East, 115.90 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 118°18'28", an arc length of 103.24 feet and a chord bearing South 01°31'28" West, 85.85 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 7
26.8043 acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, South 32°22'14" North, 20.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 21°06'25" East, 117.07 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 66°06'25" East, 14.14 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 24°52'01" East, 92.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set, beginning a curve to the left;

THENCE, in a southwesterly direction, along the arc of said curve to the left having a radius of 1560.00 feet, a central angle of 00°41'58", an arc length of 19.05 and a chord bearing South 39°05'15" West, 19.05 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set on the northerly line of a aforementioned 160 foot wide water canal easement;

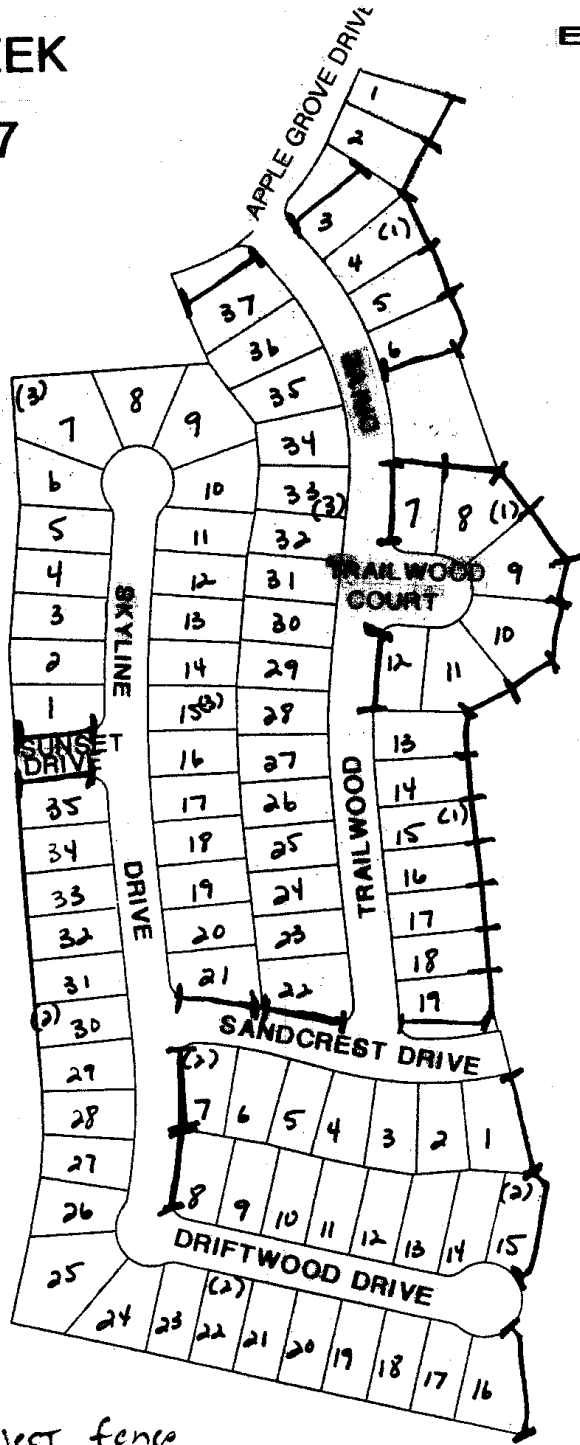
THENCE, North 76°21'38" West, 293.35 feet along said northerly line to a 5/8- inch iron rod (with cap stamped "Cotton Surveying") found;

THENCE, North 76°45'29" West, 595.28 feet to the **POINT OF BEGINNING, CONTAINING 26.8043 acres of land in Brazoria County, Texas.**

SURVPROJECTS\5100-5199 CLIENT\5149\025\26.8043

SILVERCREEK

SECTION 7



┌─┐ cedar project fence
Builder Built
Homeowner maintained

03 067105

FILED FOR RECORD

2003 OCT 20 P 4:40

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

**DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION NINE**

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by **TMI, INC.**, a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 11, 2001, Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Nine, is a 25.64 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Nine"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Nine subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section Nine as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Nine shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. All capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION NINE, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of, and be enforceable by the Declarant and/or the Association as provided in, the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them, respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and

RECORDER'S MEMORANDUM:

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

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8574

✓ Page 5

"Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Nine as filed by Declarant in the Map or Plat Records of Brazoria County, Texas.

B. Section Nine shall hereafter be known as SILVERCREEK, SECTION NINE, a Neighborhood within Brazoria County.

C. All lands and Lots within Section Nine shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Nine:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Nine shall have constructed and maintained thereon, at all times, a decorative wood fence (meeting such criteria and in such a location as is specified by the relevant Architectural Committee) that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots which is immediately adjacent to a landscape reserve, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference:

Silvercreek, Section Nine

Block: 1

Lot: 3

Block: 2

Lots: 1 through 25, 43

Block: 3

Lots: 18, 19, 34

Block: 4

Lots: 1, 8, 9, 16

(b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the side or rear boundary of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(c) If a Living Unit on a Lot in Section Nine has a gated driveway, then such gate must be recessed from the front of such Living Unit or a Living Unit on an adjacent Lot by a minimum of one foot (1').

(d) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than a five (5)

foot variance off the building setback line parallel to the side street, provided however, the five (5) foot variance leaves adequate room for required trees, the corner fence does not come within five (5') feet of the sidewalk and the variance is consistent on the back-to-back Lots.

Section 2. **GARAGES AND GARAGE ACCESS.**

(a) All garages shall be set back from the front of the Living Unit at a distances approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility. All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(b) The front of all garages, except for the garage door(s), must be of masonry construction or some other material approved by the New Construction Committee.

(c) Each corner Lot in Section Nine is specifically prohibited from having driveway access to such Lot from the side Lot line.

(d) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots.

Section 3. **SIDEWALKS.**

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Nine, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the driveway or to the five foot (5') walk adjacent to the street Right of Way. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Nine, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **DRIVEWAYS.** The streets in Silvercreek Section Nine are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveways within the Brazoria County right of way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit in Section Nine (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than One Thousand Four Hundred (1,400) square feet of living area.

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Nine closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Nine with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Nine are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Nine in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Nine). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Nine only in and by virtue of this Supplemental Declaration (specifically excluding those restrictions found in the Original Declaration that are repeated, in whole or in part, in this Supplemental Declaration) may be amended by an instrument evidencing the written consent of all of (i) sixty-six and two-thirds percent (66-2/3%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Nine, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Nine may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with an eighty percent (80%) vote of Members who own Lots in Section Nine, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT.** Each Owner of a Lot in Section Nine by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this 16 day of OCTOBER, 2003

DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 16 day of October, 2003, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



M. Debbie Blevins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING, RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

Silvercreek Section 9
25.64 Acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES AND BOUNDS description of a certain 25.64 acres tract located in the A.C.H. & B.R.R. Co. Survey, Section 87, Abstract No. 415, Brazoria County, Texas, being a portion of a called 109.738 acre tract as recorded under Clerk's File No 01-040006 of the Brazoria County Official Public Records of Real Property and a portion of a called 19.9879 acre tract as recorded under Clerk's File No. 01-057373 of the Brazoria County Official Public Records of Real Property; said 25.64 acre tract being more particularly described as follows with all bearings being based on North 86°44'33" East along the south line of a called 159.940 acre tract as recorded under Clerk's File No. 98-027536 of the Brazoria County Official Public Records of Real Property;

BEGINNING at a 5/8-inch iron rod (with cap stamped "Cotton Surveying") found marking the southwest corner of a called 109.738 acre tract as recorded under Clerk's File No. 01-040006 of the Brazoria County Official Public Records of Real Property, from which a 5/8-inch iron rod found bears South 55°27' West 2.76 feet, same being on the easterly line of a 9.113 acre tract as recorded under Clerk's File No. 99-033101 of the Brazoria County Official Public Records of Real Property, same being the northwesterly corner of a 160 foot wide water canal easement as recorded under Clerk's File No. 01-032134 of the Brazoria County Official Public Records of Real Property, same being in the centerline of County Road 94 (40 feet wide) as recorded at Volume 2, page 92 of the Brazoria County Plat Records;

THENCE, North 03°12'37" West, along the common line of said 109.738 acre tract and said 9.113 acre tract, and said centerline, a called 10.00 acre tract as recorded under Clerk's File No. 98-005415 of the Brazoria County Official Public Records of Real Property, a called 10.000 acre tract as recorded under Clerk's File No. 00-015270 of the Brazoria County Official Public Records of Real Property, a called 9.596 acre tract as recorded under Clerk's File No. 00-015276 of the Brazoria County Official Public Records of Real Property, and a 19.9879 acre tract as recorded under Clerk's File No. 01-057373 of the Brazoria County Official Public Records of Real Property, at 443.53 feet, 2.16 feet left pass a 3/8-inch iron rod found, at 936.48 feet, 25.03 feet left pass a 1-inch iron rod found, at 1103.86 feet pass a 5/8-inch iron rod (with cap stamped "Cotton Surveying") found from which a 1/2-inch rod bears South 23°16' West, 1.73 feet, and continuing in all 1465.15 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the southwesterly corner of Silvercreek Section 4 as recorded at Volume 23, pages 65-68 of the Brazoria County Plat Records;

THENCE, along the southerly boundary of said Silvercreek Section 4, the following fifteen (15) courses and distances:

1. North 86°47'23" East 50.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found for the beginning of a curve to the right;
2. In a northeasterly direction along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 89°31'52", an arc length of 39.07 feet and a chord bearing North 41°33'19" East, 35.21 feet to a 3/4-inch iron rod with cap stamped ("Cotton Surveying") found for the beginning of a curve to the left;

3. In a northeasterly direction along the arc of said curve to the left, having a radius of 3030.00 feet, a central angle of $01^{\circ}55'57''$, an arc length of 102.20 feet and a chord bearing North $85^{\circ}21'16''$ East, 102.20 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found for the beginning of a curve to the right;
4. In a southeasterly direction along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ}46'08''$, an arc length of 39.61 feet and a chord bearing South $50^{\circ}13'38''$ East, 35.59 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
5. North $85^{\circ}09'26''$ East, 60.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found for the beginning of a curve to the left;
6. In a northwesterly direction along the arc of said curve to the left, having a radius of 1830.00 feet, a central angle of $01^{\circ}25'15''$, an arc length of 45.38 feet and chord bearing North $05^{\circ}33'12''$ West, 45.38 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
7. North $83^{\circ}44'11''$ East, 115.04 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
8. South $06^{\circ}37'59''$ East, 122.67 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
9. North $86^{\circ}44'33''$ East, 436.25 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
10. North $83^{\circ}48'20''$ East, 47.02 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
11. North $68^{\circ}09'53''$ East, 45.62 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
12. North $51^{\circ}10'32''$ East, 45.96 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
13. North $34^{\circ}11'12''$ East, 45.62 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
14. North $17^{\circ}11'52''$ East, 45.96 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found;
15. South $81^{\circ}19'42''$ East, 115.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found for the beginning of a curve to the right,

THENCE, in a southwesterly direction along the arc of said curve to the right, having a radius of 270.00 feet, a central angle of $55^{\circ}10'47''$, an arc length of 260.03 feet, and a chord bearing South $36^{\circ}15'41''$ West, 250.09 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 9
25.64 Acres

A.C.H & B.R.R. Co. Survey, Section 87
Abstract No. 415

THENCE, South 29°21'46" East, 60.08 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the right;

THENCE, in a southwesterly direction along the arc of said curve to the right, having a radius of 330.00 feet, a central angle of 12°00'14", an arc length of 69.14 feet and a chord bearing South 69°16'06" West, 69.01 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 22°47'28" East, 129.02 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 86°44'33" West, 268.33 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 03°15'39" East, 171.59 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 04°42'38" West, 204.26 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 03°12'37" East, 115.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 86°47'23" West, 1.99 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 03°12'37" East, 60.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 03°48'50" East, 427.43 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

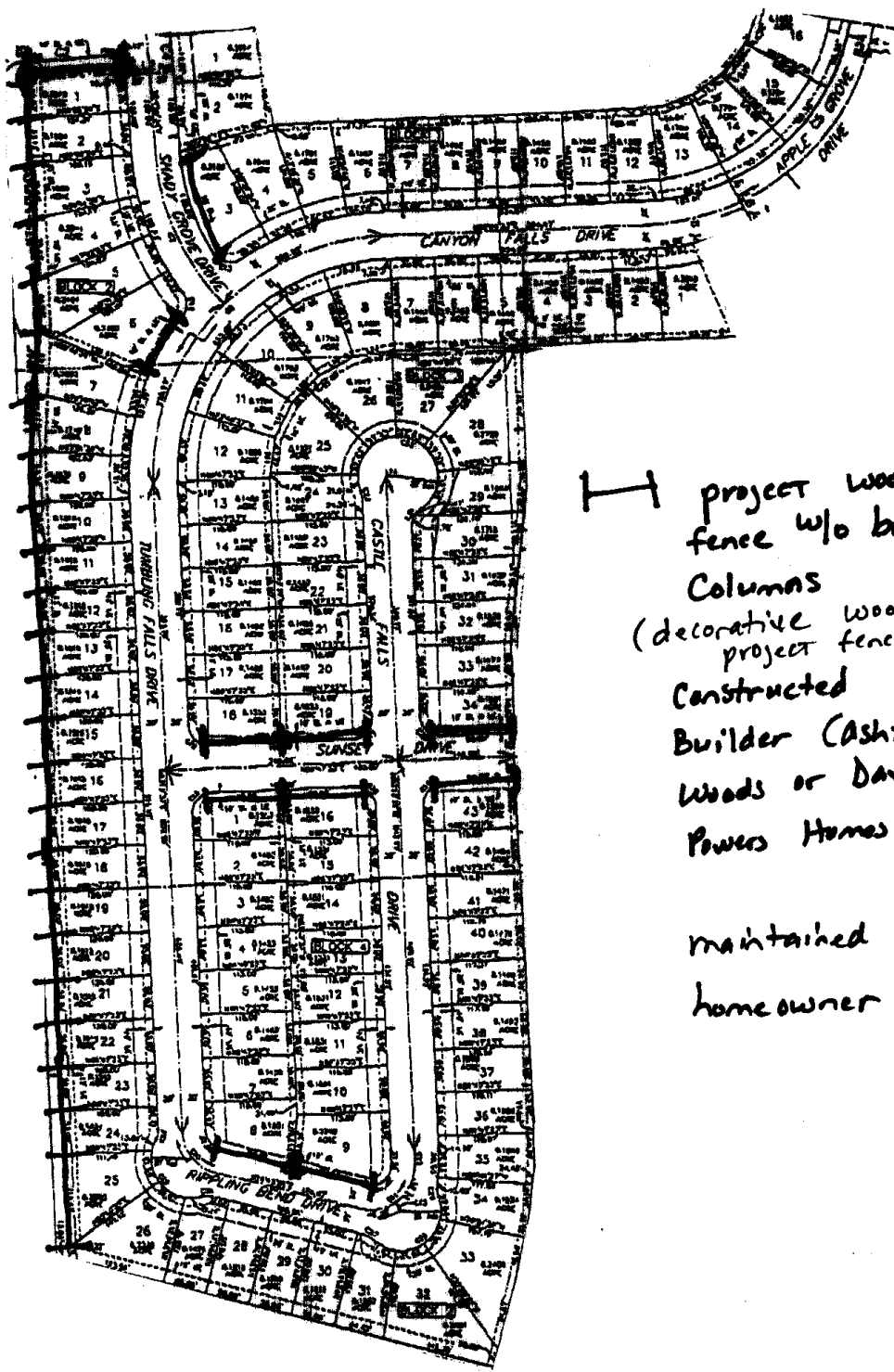
THENCE, South 01°09'37" East, 58.39 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 04°18'00" West, 58.67 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 10°37'40" West, 81.72 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 12°52'54" West, 116.87 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set on the northerly line of the aforementioned 160 foot wide water canal easement;

THENCE, North 76°45'29" West, 618.11 feet along said northerly line to the **POINT OF BEGINNING**, CONTAINING 25.64 acres of land in Brazoria County, Texas

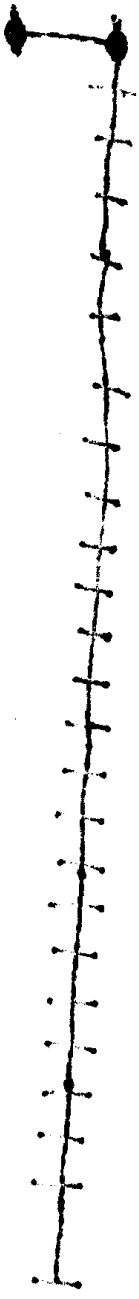
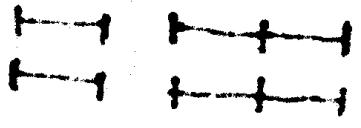


I project wood
fence w/o brick
Columns
(decorative wood
project fence)
Constructed by
Builder (Ashram
Woods or David
Powers Homes)

maintained by
homeowner

03 067106

Handwritten notes: fence w/o pick, project wood, Columns, Constructed by, Builder (David Wood or David Jones Home), maintained by, home owner



FILED FOR RECORD
2003 OCT 20 P 4:40

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

**DECLARATION OF
SUPPLEMENTAL RESTRICTIONS
FOR
SILVERCREEK, SECTION TEN**

THIS DECLARATION OF SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by TMI, INC., a Texas corporation, herein referred to and acting as Declarant.

WHEREAS, on December 11, 2001 Declarant executed a Declaration of Covenants, Conditions and Restrictions for SILVERCREEK (the "Original Declaration"), and the same was filed for record on December 18, 2001, under Clerk's File No. 01057373 in the Real Property Records of Brazoria County, Texas, covering certain property in Brazoria County, Texas, as more particularly described therein (the "Property");

WHEREAS, Silvercreek, Section Ten, is a 68.48 acre tract of land within the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Section Ten"), and is subject to the terms, provisions and conditions of the Original Declaration;

WHEREAS, the Original Declaration grants the Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and under Article I, Section 17 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration;

WHEREAS, Declarant desires to make Section Ten subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Original Declaration, and to designate Section Ten as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. Section Ten shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Original Declaration. Any capitalized terms used herein that are given a defined meaning in the Original Declaration shall have the same meaning when used herein except as expressly provided to the contrary. Insofar as they affect SILVERCREEK, SECTION TEN, all of the supplemental restrictions, covenants and requirements of this Declaration shall form a part of and be enforceable by the Declarant and/or the Association as provided in the Original Declaration. The Association and Declarant are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Declaration as are granted or reserved to each of them respectively, under the Original Declaration with respect to the matters set forth therein. All references herein to "Lot" and "Block" numbers shall be deemed to refer to the subdivision plat of Silvercreek, Section Ten,

as filed by Declarant in the Map or Plat Records, Volume 24, Page 105-107, of Brazoria County, Texas.

B. Section Ten shall hereafter be known as SILVERCREEK, SECTION TEN, a "Neighborhood" within Brazoria County.

C. All lands and Lots within Section Ten shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Section Ten:

Section 1. **WALLS AND FENCES.**

(a) The following Lots in Section Ten shall have constructed and maintained thereon, at all times, a decorative wood project fence (meeting such criteria as is specified by the relevant Architectural Committee), that parallels or is immediately adjacent to (but does not encroach beyond) the side or rear property line or building line of such Lots, whichever applies per the diagram attached hereto as Exhibit "B". The specific location can be specified by the Architectural Committee.

Block: 1
Lot(s): 1, 4, 5, 9, 10, 13, 29, 40 through 47

Block: 2
Lot(s): 1, 4, 5, 8, 12, 20, 21, 29, 30, 33

Block: 3
Lot(s): 1 through 8

Block: 4
Lot(s): 1, 6, 8, 12

Block: 5
Lot(s): 1 through 12

(b) In locations where the back property line of a corner lot is also the common side lot property line of an adjoining lot, the corner lot side fence must angle no less than fifteen feet (15') from the rear property line to match the front building line of the adjoining lot. This applies to the following lots:

Block: 1
Lot(s): 13 and 14; 29 and 30

Block: 2
Lot(s): 8 and 9; 12 and 13

Block: 4
Lot(s): 5 and 6; 8 and 9

(c) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the above-referenced Lots shall be maintained in the original style, size and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

(d) If a Living Unit on a Lot in Section Ten has a gated driveway, then such gate must be recessed from the front of such Living Unit or any Living Unit on an adjacent Lot by a minimum of five feet (5') unless otherwise approved in writing by the relevant Architectural Committee.

(e) No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street without written approval of the Architectural Committee.

Section 2. GARAGES AND GARAGE ACCESS.

(a) No front load garages are permitted within Section Ten unless such front load garages are accompanied by the construction of a porte-cochere attached to the Living Unit approved by the New Construction Committee. Other than as expressly permitted in the preceding sentence, no garage face which is less than sixty (60) feet from the front boundary on any Lot shall have an angle of less than ninety (90) degrees in relation to the front boundary of such Lot, unless otherwise approved by the New Construction Committee or the relevant Architectural Committee.

(b) All garages (excluding the porte-cochere structures) shall be set back from the front of the Living Unit at a distance approved by the New Construction Committee on a case-by-case basis based on aesthetic considerations and architectural compatibility.

(c) All detached garages shall be no more than one story in height, and attached garages shall be limited to two stories in height.

(d) The front of all garages, except for the garage door(s), must be of masonry construction.

(e) Each corner Lot in Section Ten is specifically prohibited from having driveway access to such Lot from the side Lot line.

(f) The minimum garage side building setback for both attached and detached garages is five feet (5') from the side boundaries of the Lots unless otherwise indicated on the recorded plat.

Section 3. **SIDEWALKS.**

(a) Prior to the completion of construction of a Living Unit on any Lot in Section Ten, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) Prior to the completion of construction of a Living Unit on any Lot in Section Ten, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width within the adjacent street right-of-way that shall be parallel to any adjacent street right-of-way and parallel and immediately adjacent to (but shall not extend beyond) the boundary of such Lot. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

Section 4. **DRIVEWAYS.** The streets in Silvercreek Section Ten are constructed with mountable/rollover curbs. No driveway interns shall be cut into the existing streets. All portions of driveways within the Brazoria County right of way must be constructed to Brazoria County specifications. No curb cuts are permitted for area drains.

Section 5. **MINIMUM SQUARE FOOTAGE.** The living area of each Living Unit (exclusive of open or screened porches, terraces, garages and driveways) located on the following Lots shall not be less than Two Thousand Five Hundred (2,500) square feet of living area for a single story Living Unit and shall not be less than Two Thousand Nine Hundred (2,900) square feet of living area for a two or two and one-half story Living Unit:

Block:	1
Lots:	1 through 29
Block:	2
Lots:	1 through 4 and 30 through 33
Block:	5
Lots:	1 through 5

The living area of each Living Unit (exclusive of open or screened porches, terraces, garages and driveways) located on the following Lots shall not be less than One Thousand Nine Hundred and Fifty (1,950) square feet of living area and no more than Three Thousand Four Hundred (3,400) square feet of living area:

Block:	1
Lots:	30 through 47
Block:	2
Lots:	5 through 29

Block: 3
Lots: 1 through 8

Block: 4
Lots: 1 through 12

Block: 5
Lots: 6 through 12

Section 6. **REAR AND SIDE BUILDING SETBACKS.** Except as provided in Section 2 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in Section Ten closer than seven feet (7') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the plat covering such Lot. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 7. **CHIMNEYS.** All Living Units in Section Ten with chimneys must have a decorative cap on such chimneys, the style of which must be approved by the New Construction Committee.

Section 8. **DEVELOPMENT PERIOD.** During the period of time that any Lots or Living Units located within Section Ten are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of Declarant-owned property and the Common Properties owned by the Association in Section Ten in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 9. **INTENT AND AMENDMENT.** It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood herein described (i.e., Silvercreek, Section Ten). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Section Ten only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) seventy-four percent (74%) of the total votes of the Class A Members of the Association owning one or more Lots in Section Ten, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration.

Section 10. **NEIGHBORHOOD ASSESSMENT.** No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within Section Ten may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance

with an eighty percent (80%) vote of Members who own Lots in Section Ten, as provided in Article III, Section 6 of the Original Declaration.

Section 11. **AGREEMENT**. Each Owner of a Lot in Section Ten by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in such Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declaration.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK]

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 24 day of February, 2004.

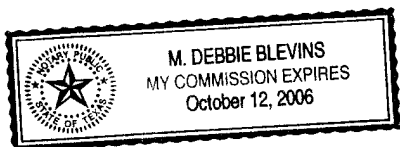
DECLARANT:

TMI, INC.,
a Texas corporation

By: Joel M Marshall
Joel Marshall, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 24 day of February, 2004, by Joel Marshall, Vice President of TMI, INC., a Texas corporation, on behalf of said corporation.



M. Debbie Blewins
NOTARY PUBLIC

(PERSONALIZED SEAL)

AFTER RECORDING. RETURN TO:

Patrick Hayes
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027



EXHIBIT "A"

Silvercreek Section 10
68.48 Acres

A.C.H.&B.R.R. CO Survey, Section 87
Abstract No. 415

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 68.48 acres tract located in the A.C.H. & B. R. R. Co., Survey, Section 87, Abstract No. 415, Brazoria County, Texas being a portion of a called 159.940 acre tract as recorded under Clerk's File No. 00-039295 of the Brazoria County Official Public Records of Real Property, a portion of a called 109.738 acre tract as recorded under Clerk's File No. 01-040006 of the Brazoria County Official Public Records of Real Property said 68.48 acre tract being more particularly described as follows with all bearings being based on North 86°44'33" East along the south line of a called 159.940 acre tract as recorded under Clerk's File No. 98-027536 of the Brazoria County Official Public Records of Real Property;

BEGINNING at a 5/8-inch iron rod (with cap stamped "Cotton Surveying") found marking the northeast corner of a called 109.738 acre tract as recorded under Clerk's File No. 01-040006 of the Brazoria County Official Public Records of Real Property, same being South 86°44'33" West, 14.62 feet from a 5/8-inch iron rod found marking the southeast corner of a called 159.940 acre tract as recorded under Clerk's File No. 00-039295 of the Brazoria County Official Public Records of Real Property, same being on the centerline of County Road 922 (40 foot wide) as recorded at Volume 2, Page 92 of the Brazoria County Plat Records, same being the northwest corner of Lot 21, Block 87 of the Allison Richey Gulf Coast Home Company Subdivision as recorded at Volume 2, Page 92 of the Brazoria County Plat Records;

THENCE, South 03°00'30" East, along the centerline of said County Road 922, said Lot 21, a called 8 acre tract as described at Volume 89640, Page 137 of the Brazoria County Deed Records, at 667.96 feet pass a 3/8 inch iron rod found marking the common westerly corner of said Lot 21 and said 8 acre tract, and containing in all 1027.84 feet to a 1/2 inch iron found on the south right-of-way of Southwestern Drive (60 foot wide), same being the northwest corner of a called 2.00 acre tract as recorded at Volume 86254, Page 971 of the Brazoria County Deed Records;

THENCE, South 03°10'16" East, 298.03 feet continuing along the common line of said centerline and said 2.00 acre tract to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") found marking the common westerly corner of said 2.00 acre tract and Stonebridge Section 1 at Silvercreek as recorded at Volume 22, Pages 22-26 of the Brazoria County Plat Records;

THENCE, South 03°01'24" East, continuing along said centerline, and the westerly line of said Stonebridge Section 1 at Silverlake and the remainder of a called 1200.1804 Acre Tract as recorded under Clerk's File No. 94024172 of the Brazoria County Official Public Records of Real Property, at 461.73 feet pass a 3/4-inch iron rod (with cap stamped "Cotton Surveying") found marking the common westerly corner of said Stonebridge Section 1 at Silverlake and said remainder of a called 1200.1804 acre tract and continuing in all 1218.51 feet to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") found on the northerly line of a 160 foot wide Water Canal Easement as recorded under Clerk's File No. 01-032134 of the Brazoria County Official Public Records of Real Property;

THENCE, North 76°50'02" West, 701.06 feet along said northerly line to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") found;

THENCE, North 76°21'39" West, 524.41 feet continuing along said northerly line to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, in a northeasterly direction, along the arc of a curve to the right having a radius of 1560.00 feet, a central angle of 00°41'58", an arc length of 19.05 and a chord bearing North 39°05'15" East, 19.05 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 24°52'01" West, 92.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 66°06'25" West, 14.14 to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 21°06'25" West, 117.07 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 32°22'14" East, 20.00 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the right;

THENCE, in a northeasterly direction, along the arc of said curve to the right having a radius of 50.00 feet, a central angle of 118°18'28", an arc length of 103.24 feet and a chord bearing North 01°31'28" East, 85.85 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 11°51'50" West, 115.90 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 18°53'05" West, 185.86 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

THENCE, in a northeasterly direction, along the arc of said curve to the left, having a radius of 420.00 feet, a central angle of 05°01'25", an arc length of 36.83 feet and a chord bearing North 67°34'15" East, 36.81 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 24°37'06" West, 133.51 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 04°43'05" West, 119.60 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 10°16'46" East, 99.34 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North, 44°09'15" East, 151.58 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North, 62°17'32" East, 77.58 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 10
68.48 Acres

A.C.H.&B.R.R. CO Survey, Section 87
Abstract No. 415

THENCE, North, 17°35'08" West, 126.99 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North, 31°27'16" West, 123.12 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 40°33'21" West, 133.02 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 35°32'01" West, 47.34 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 07°02'18" East, 29.78 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 48°54'45" East, 106.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the right;

THENCE, in a northwesterly direction, along the arc of said curve to the right having a radius of 530.00 feet, a central angle of 33°12'31", an arc length of 307.19 feet and a chord bearing North 13°42'21" West, 302.91 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 02°53'54" East, 87.27 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning of a curve to the left;

THENCE, in a northwesterly direction, along the arc of said curve to the left, having a radius 419.54 feet, a central angle of 14°15'27", an arc length of 104.40 feet and a chord bearing North 04°13'36" West, 104.13 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 11°20'20" West, 77.56 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set for the beginning on a curve to the right;

THENCE, in a northeasterly direction, along the arc of said curve to the right, having a radius of 330.04 feet, a central angle of 41°59'58", an arc length of 241.93 feet and a chord bearing North 09°39'39" East, 236.55 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 63°28'39" East, 166.40 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 57°02'52" East, 142.03 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, South 89°18'44" East, 256.23 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

THENCE, North 66°03'23" East, 76.45 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

Silvercreek Section 10
68.48 Acres

A.C.H.&B.R.R. CO Survey, Section 87
Abstract No. 415

THENCE, North 86°59'30" East, 480.64 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set;

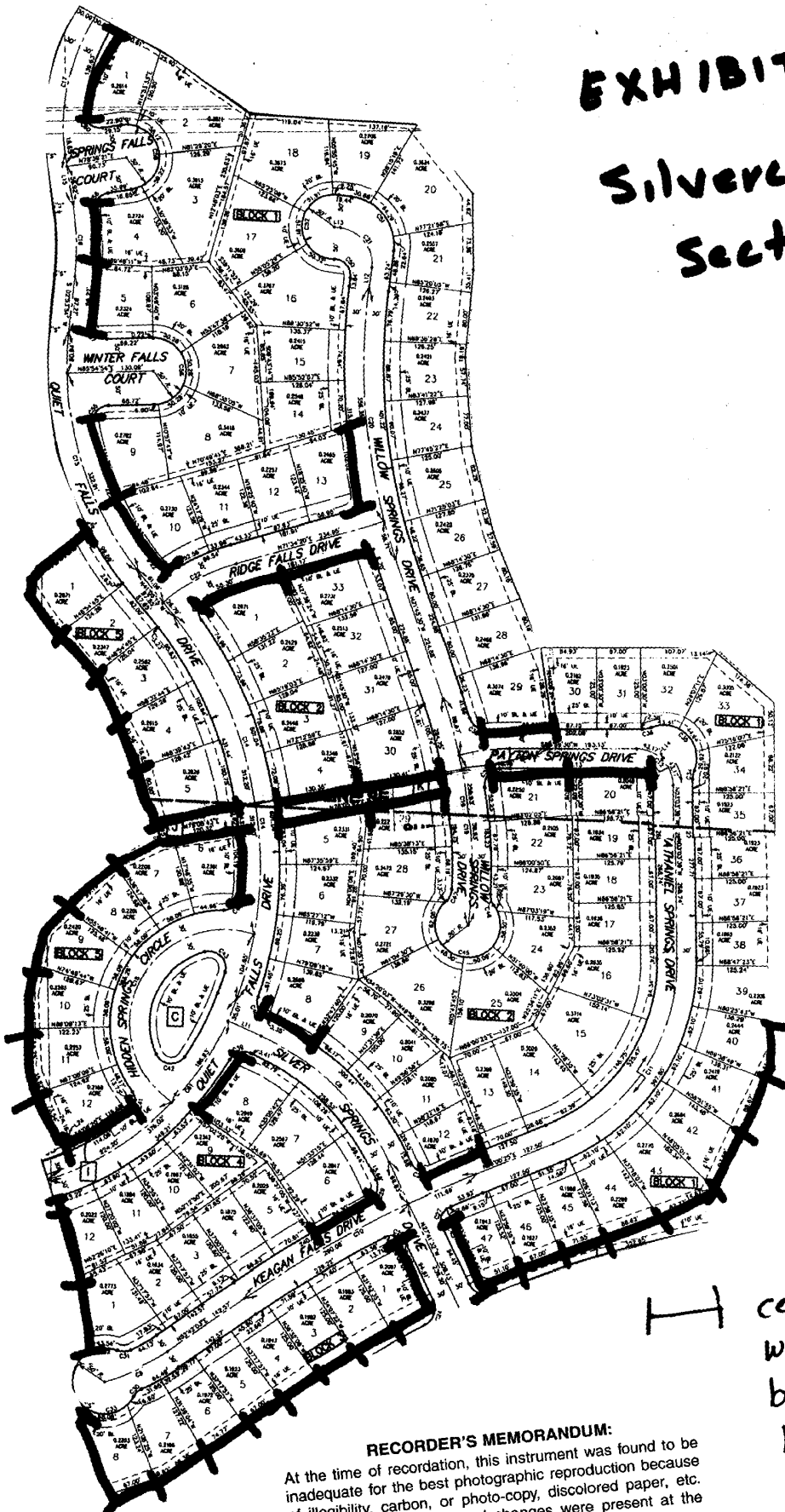
THENCE, South 03°14'52" East, 15.85 feet to a 3/4-inch iron rod (with cap stamped "Cotton Surveying") set on the common line of the aforementioned 159.940 acre tract and the 109.738 acre tract;


THENCE, North 86°44'27" East, 158.46 feet along said common line to the **POINT OF BEGINNING, CONTAINING 68.48 acres of land in Brazoria County, Texas.**

EXHIBIT B

Silvercreek

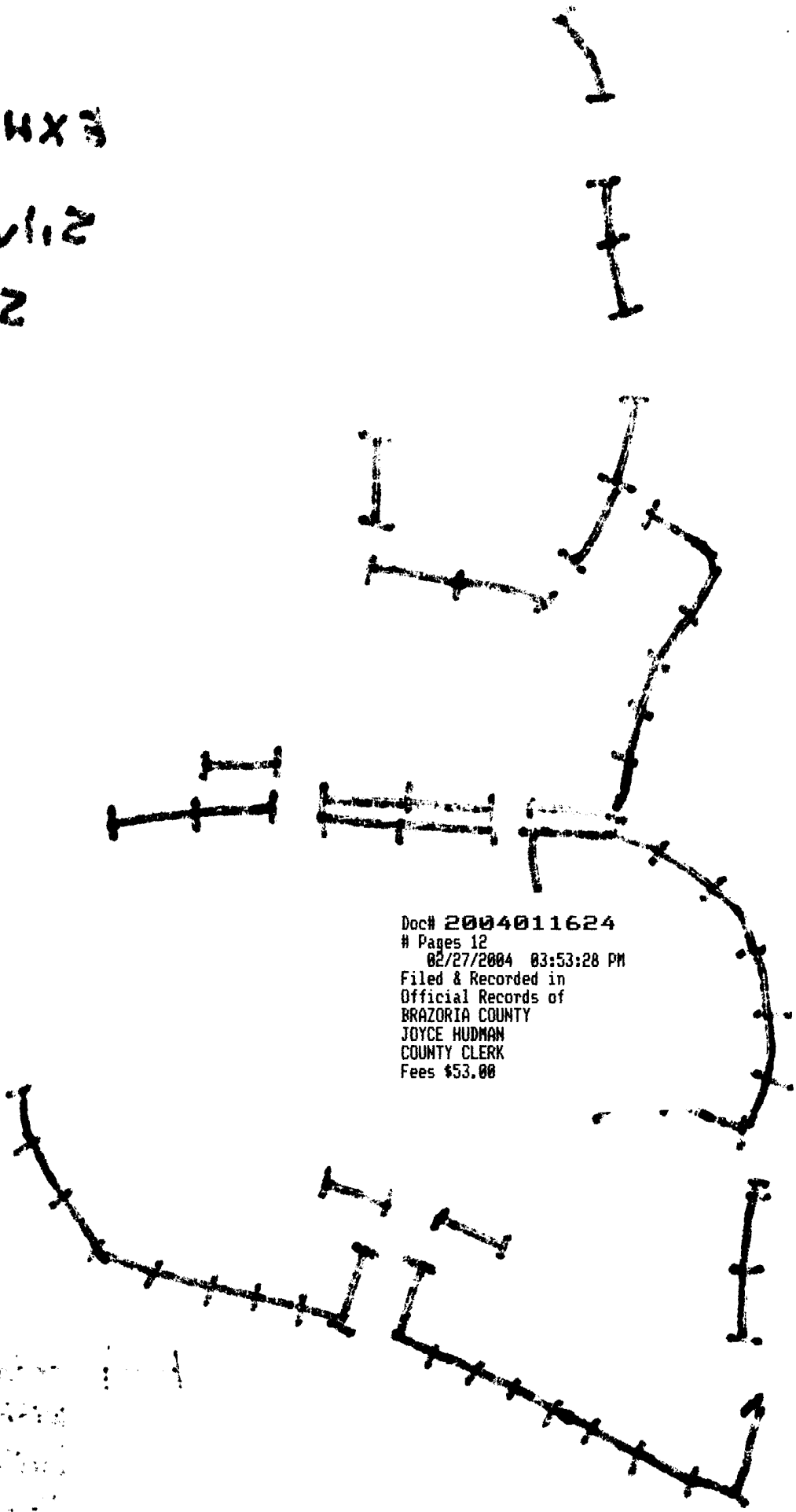
Section 10



 cedar project fence
 without columns
 builder built
 Homeowner maintained

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

EXHIBIT B
Zilvercrack
Section 10



Doc# 2004011624
Pages 12
02/27/2004 03:53:28 PM
Filed & Recorded in
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$53.00

Faint, illegible text at the bottom left corner, possibly bleed-through from the reverse side of the page.

MANAGEMENT CERTIFICATE

STATE OF TEXAS)(
COUNTY OF BRAZORIA)(

KNOW ALL BY THESE PRESENTS:

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the SC Community Association, Inc. is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Brazoria County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

Name of Association: SC Community Association, Inc.

Name of Subdivision:

- Silvercreek Section 1
Silvercreek Section 2
Silvercreek Section 3
Silvercreek Section 4
Silvercreek Section 5
Silvercreek Section 6
Silvercreek Section 7
Silvercreek Section 8
Silvercreek Section 9
Silvercreek Section 10

Recording Data for Declaration for Subdivision:

- Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373
Filed: 10/01/01 Clerk File No: 01 057373

Management Company for Association: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090

EXECUTED on this 9th day of June, 2006.

Signature: [Handwritten Signature]
By: Linda Enoch
Title: C.I.A. Services, Inc., Managing Agent for SC Community Association, Inc.

STATE OF TEXAS)(
COUNTY OF BRAZORIA)(

This instrument was acknowledged before me on this 9th day of June, 2006 by Linda Enoch.

Signature: [Handwritten Signature]
By: Cathy Lee
Title: Notary in and for the State of Texas
My commission expires on 04/19/10

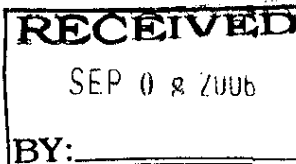
Return to: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090



Doc# 2006035473
Pages 1
06/16/2006 10:22AM
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00

Joyce Hudman

**FIRST AMENDMENT TO BY-LAWS OF
SC COMMUNITY ASSOCIATION, INC.**



Doc# 2006059387

WHEREAS, SC Community Association, Inc., a Texas non-profit corporation (the "Association") has adopted Amended and Restated By-Laws of the Association (the "Bylaws"); and

WHEREAS, Article XIII of the Bylaws provides that the Board of Directors of the Association (the "Board") shall have the authority to amend or alter the Bylaws or to adopt new Bylaws by the affirmative vote of a majority of a quorum of the Board represented in person or in proxy at any meeting of the Board; and

WHEREAS, a duly constituted meeting of the Board was held on August 17, 2006 at which meeting it was proposed that the Bylaws be amended as described hereinbelow; and

WHEREAS, at such meeting of the Board on August 17, 2006, a full majority of the Board members were present and voted to amend the Bylaws as described hereinbelow.

NOW, THEREFORE, in order to reduce the number of director positions from five to three and to require directors to be property owners, Article V, Section 1 of the Bylaws is deleted in its entirety and replaced with the following:

Article V – Section 1. Number.

The affairs of this Association shall be managed by a Board of three (3) directors, who must be Owners. The number of directors may be changed by amendment of these Bylaws but the number of director positions may be no fewer than three (3).

FURTHERMORE, in specify the transition from five director positions to three, a new section 5 is added to Article V as follows:

Article V – Section 5. Transition.

As provided in Article V, section 2 above, the first election of directors with the approval of TMI, Inc. shall be held in 2007. Each director term shall be three years. Position one shall first be elected by the Members in 2007; position two in 2008; and position three in 2009. Two of the five positions appointed by TMI, Inc. are vacant as of the date of this amendment and TMI consents to the change in number of director positions. Prior to the annual meeting in 2007, the remaining three directors shall, among themselves, determine who occupies each position.

FURTHERMORE, in order to reduce the quorum requirements for most annual or special meetings from 25% to 10%, Article IV, Section 4(a) of the Bylaws is deleted in its entirety and replaced with the following:

JPB

Article IV – Section 4. Member Quorums.

(a) Except as provided in Article IV, Section 4(b), below, the presence of Members either in person or by proxy, holding an aggregate of ten percent (10%) of the voting power of the membership shall constitute a quorum for all purposes at any annual meeting or special meeting of the Members. If the Members necessary to constitute a quorum at any annual meeting or special meeting are not present in person or by proxy, such meeting shall be adjourned until the number of Members requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all of the votes of the Members present in person or by proxy, may also adjourn any annual meeting or special meeting from time to time, without notice other than by announcement at the meeting, and provide for such meeting to be reconvened at a specified date and time not more than five (5) business days thereafter, so that the transaction of any and all business submitted or proposed to be submitted to such meeting may be completed. At any such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

RECEIVED
SEP 08 2006

FURTHERMORE, in order to specifically provide for secure internet, proxy voting, Article IV, Section 6 of the Bylaws is deleted in its entirety and replaced with the following:

Article IV – Section 6. Voting.

At all meetings of Members, all questions, unless otherwise expressly required by statute, the Articles of Incorporation, or the Declaration, shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by secret written ballot provided, however, that the presiding officer may accept a voice vote by acclamation. Each ballot shall be signed by the Member voting or by a validly appointed proxy. For the purpose of this section, an absentee ballot signed by the Member and provided to the Association in advance of the start of the meeting will be accepted and counted. For the purpose of this section, a virtual absentee ballot digitally signed by the Member with a unique personal identification number or other secure mechanism and submitted to the Association in advance of the start of the meeting will be accepted and counted. There shall be no cumulative voting by the Members.

SC COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

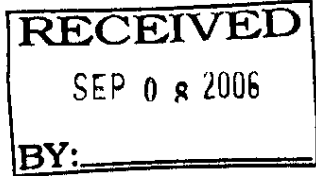
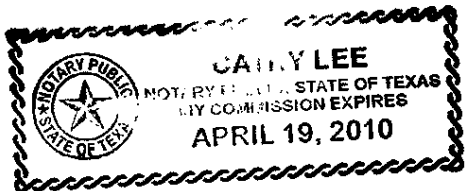
By: Mary Petrovics
Mary Petrovics
President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on August 17, 2006, by Mary Petrovics, President and Board Member on behalf of the Board of Directors of SC Community Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.

Cathy Lee

Cathy Lee
Notary Public, State of Texas
My commission expires: 04/19/2010



Doc# 2006059387
Pages 3
10/05/2006 11:04AM
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$24.00

Joyce Hudman

✓ **AFTER RECORDING, RETURN TO:**
SC Community Association, Inc.
c/o C.I.A. Services, Inc
9800 Centre Parkway, Suite 625
Houston, Texas 77036

**SECOND AMENDMENT TO BY-LAWS OF
SC COMMUNITY ASSOCIATION, INC.**

2

WHEREAS, SC Community Association, Inc., a Texas non-profit corporation (the "Association") has adopted Amended and Restated By-Laws of the Association (the "Bylaws"); and

WHEREAS, Article XIII of the Bylaws provides that the Board of Directors of the Association (the "Board") shall have the authority to amend or alter the Bylaws or to adopt new Bylaws by the affirmative vote of a majority of a quorum of the Board represented in person or in proxy at any meeting of the Board; and

WHEREAS, a duly constituted meeting of the Board was held on November 15, 2007 at which meeting it was proposed that the Bylaws be amended as described hereinbelow; and

WHEREAS, at such meeting of the Board on November 15, 2007, a full majority of the Board members were present and voted to amend the Bylaws as described hereinbelow.

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of the Board, does hereby certify that at a duly constituted meeting of the Board held on November 15, 2007, a full majority of the Board members were present and voted to amend the Bylaws effective as of November 15, 2007, as described hereinbelow, to-wit:

RESOLVED: That Article V, Section 1 of the Bylaws is deleted in its entirety and replaced with the following:

Article V – Section 1. Number.

The affairs of this Association shall be managed by a Board of five (5) directors, who must be Owners. The number of directors may be changed by amendment of these Bylaws but the number of director positions may be no fewer than five (5).

SC COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

By: Stephen Bonczek
Stephen Bonczek
President

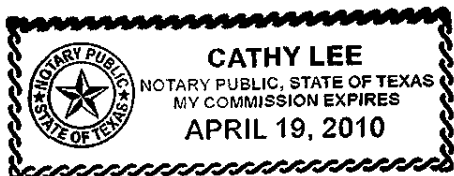
JP2

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on 10/3/08, by Stephen Bonczek, President and Board Member, on behalf of the Board of Directors of SC Community Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.

Cathy Lee

Cathy Lee
Notary Public, State of Texas
My commission expires: 04/19/2010



Doc# 2008048736
Pages 2
10/08/2008 12:37PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$20.00

Joyce Hudman

AFTER RECORDING, RETURN TO:

✓ SC Community Association, Inc.
c/o C.I.A. Services, Inc
9800 Centre Parkway, Suite 625
Houston, Texas 77036

**THIRD AMENDMENT TO BY-LAWS OF
SC COMMUNITY ASSOCIATION, INC.**

2

WHEREAS, SC Community Association, Inc., a Texas non-profit corporation (the "Association") has adopted Amended and Restated By-Laws of the Association (the "Bylaws"); and

WHEREAS, Article XIII of the Bylaws provides that the Board of Directors of the Association (the "Board") shall have the authority to amend or alter the Bylaws or to adopt new Bylaws by the affirmative vote of a majority of a quorum of the Board represented in person or in proxy at any meeting of the Board; and

WHEREAS, a duly constituted meeting of the Board was held on March 20, 2008 at which meeting it was proposed that the Bylaws be amended as described herein below; and

WHEREAS, at such meeting of the Board on March 20, 2008, a full majority of the Board members were present and voted to amend the Bylaws as described hereinbelow.

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of the Board, does hereby certify that at a duly constituted meeting of the Board held on March 20, 2008, a full majority of the Board members were present and voted to amend the Bylaws effective as of March 20, 2008, as described hereinbelow, to-wit:

RESOLVED: That Article VI, Section 1 of the Bylaws is deleted in its entirety and replaced with the following:

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. All Members present at regular meetings have the right to speak and the Executive Session shall be limited to confidential issues.

SC COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

By: Stephen Bonczek
Stephen Bonczek
President

VJ

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on 10/3/08, by Stephen Bonczek, President and Board Member, on behalf of the Board of Directors of SC Community Association, Inc., a Texas non-profit corporation, for and on behalf of said corporation.



Cathy Lee
Cathy Lee
Notary Public, State of Texas
My commission expires: 04/19/2010

Doc# 2008048737
Pages 2
10/08/2008 12:37PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$20.00

Joyce Hudman

AFTER RECORDING, RETURN TO:

SC Community Association, Inc.
c/o C.I.A. Services, Inc
9800 Centre Parkway, Suite 625
Houston, Texas 77036

**RESOLUTION
REGARDING NEIGHBORHOOD SECURITY PATROL
IN
SC COMMUNITY ASSOCIATION, INC**

2

WHEREAS, SC COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"), through its Board of Directors has the authority under Texas Property Code Section 204.010(a)(6) to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision;

WHEREAS, Texas Property Code Section 204.010(a)(21) authorizes a property owners' association to exercise other powers necessary and proper for the governance and operation of the property owners' association;

WHEREAS, Article II, Section 9(j) of the Association's Declaration of Covenants, Conditions, and Restrictions recorded in the Brazoria County Clerk's office on December 18, 2001 under Clerk's File No. 01-057373 provides that:

"The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts for neighborhood patrol and/or emergency medical ambulance services and to charge the Owner of each Assessable Tract his pro rata share of the cost thereof...If the Association so elects, the charge to each Owner for such neighborhood patrol and/or emergency medical ambulance service shall be in addition to, or part of, the Assessments described in Article III hereof [Emphasis added];"

WHEREAS, the Association has the authority under the Preamble of the Association's Declaration to "enhance and protect the value, desirability, and attractiveness of the Property" and "to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots;"

WHEREAS, it is the desire of the Board of Directors to promote the safety, security, and welfare of all residents within the subdivision and thereby maintain and enhance property values; and

WHEREAS, due to recent security concerns within the subdivision, the Board of Directors has found it necessary to seek additional neighborhood security patrols in order to promote the safety, security, and welfare of all residents within the subdivision.

NOW THEREFORE, BE IT RESOLVED THAT on behalf of the Association, the Board of Directors of SC Community Association, Inc. will contract for neighborhood security patrol services with the County of Brazoria and Brazoria County Municipal Utility District No. 3 in order to help maintain security within the subdivision and thereby support the safety and welfare of its residents.

This Resolution has been **ADOPTED** by the SC COMMUNITY ASSOCIATION, INC.

Board of Directors this 26 day of February, 2009.

SC COMMUNITY ASSOCIATION, INC.

By: [Signature]

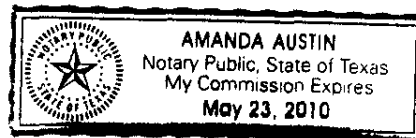
Title: President

Print Name: Loren J. Kool

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS INSTRUMENT was **acknowledged** before me on this the 26 day of February, 2009, by the said president of SC COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Doc# 2009013265
Pages 2
03/30/2009 2:54PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$24.00

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058



[Signature]

MANAGEMENT CERTIFICATE FOR SC COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS
COUNTY OF BRAZORIA

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the SC Community Association, Inc. is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Brazoria County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

Table with 4 columns: Name of Subdivision, County Recording Data for Subdivision Declaration (File Date, Clerk File No), and County Recording Data for Plat in Map Records (File Date, Clerk File No). Rows list Silvercreek Section 1 through 10.

Name and Mailing Address of the Association: SC Community Association, Inc. c/o C.I.A. Services, Inc. 9800 Centre Parkway, Suite 625 Houston, Texas 77036-8294

Name and Address of Its Designated Representative: C.I.A. Services, Inc. 9800 Centre Parkway, Suite 625 Houston, Texas 77036-8294 Phone: 713-981-9000 Fax: 713-981-9090

EXECUTED on this 10th day of November, 2009.

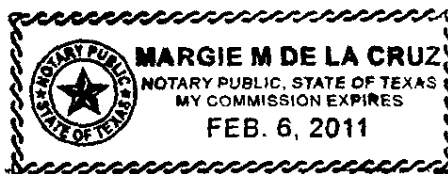
Signature: [Handwritten Signature]
By: Leslie Ann Baldwin
Title: C.I.A. Services, Inc., Managing Agent for SC Community Association, Inc.

STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 10th day of November, 2009 by Leslie Ann Baldwin.

Signature: [Handwritten Signature]
By: Margie De La Cruz
Title: Notary in and for the State of Texas
My commission expires on 02/06/11

Return to: C.I.A. Services, Inc. 9800 Centre Parkway, Suite 625 Houston, Texas 77036-8294



Doc# 2009050859
Pages 1
11/16/2009 10:26AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$17.50

Joyce Hudman

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

- 1. NAME OF SUBDIVISION: Silvercreek Doc# 2010049445
- 2. NAME AND ADDRESS OF ASSOCIATION: SC Community Association, Inc.
% Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179
- 3. RECORDING DATA FOR SUBDIVISION: Plat Records of Brazoria County, Texas.
- 4. RECORDING DATA FOR ASSOCIATION DECLARATION:
NAME OF INSTRUMENT: Declaration of Covenants, Conditions and Restrictions

Silvercreek		Brazoria County Clerk's File No. 07057373
Silvercreek	1 st Amendment	Brazoria County Clerk's File No. 02003866
Silvercreek	Section One Supplemental	Brazoria County Clerk's File No. 02005119
Silvercreek	Section Two Supplemental	Brazoria County Clerk's File No. 02005120
Silvercreek	Section Three Supplemental	Brazoria County Clerk's File No. 02005121
Silvercreek	Section Four Supplemental	Brazoria County Clerk's File No. 02053776
Silvercreek	Section Five Supplemental	Brazoria County Clerk's File No. 02053777
Silvercreek	Section Six Supplemental	Brazoria County Clerk's File No. 02053778
Silvercreek	Section Seven Supplemental	Brazoria County Clerk's File No. 03067105
Silvercreek	Section Eight Supplemental	Brazoria County Clerk's File No. 03039484
Silvercreek	Section Nine Supplemental	Brazoria County Clerk's File No. 03067106
Silvercreek	Section Ten Supplemental	Brazoria County Clerk's File No. 2004011624

RECORDING INFORMATION: On or about December 18, 2001 Official Public Records of Brazoria County, Texas, together with any other filings of records (if any).
- 5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179
Phone: (713) 329-7100
- 6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:
Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

Signed this 8th day of November, 2010.

SC Community Association, acting by and through its managing agent,
Principal Management Group of Houston.

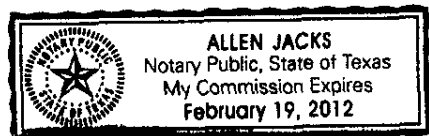
By: Stacy Jimenez
Duly Authorized Agent - Stacy Jimenez

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on November 8, 2010, by Stacy Jimenez, authorized agent for Principal Management Group of Houston, the managing agent for SC Community Association, a Texas Non-Profit Corporation, on behalf of said association.

Allen Jacks
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Stacy Jimenez
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179 ✓



Doc# 2010049445
Pages 1
11/19/2010 11:15AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00

Joyce Hudman

ABSTRACT OF JUDGMENT

CAUSE # 60206

THE STATE OF TEXAS

County of Brazoria

I, Rhonda Barchak, Clerk of the District Court of Brazoria County, Texas, do hereby certify that in the **149TH DISTRICT COURT** of Texas, in a certain suit pending in said Court, wherein **SILVERCREEK HOMEOWNERS ASSOCIATION INC, C/O Maddox, Margaret R, 17044 El Camino Real, Houston Tx 77058** plaintiff and **SHANE CHARLES**, defendant, No. **60206**, the said **SILVERCREEK HOMEOWNERS ASSOCIATION, INC. d/b/a SC COMMUNITY ASSOCIATION, INC** recovered Judgment against said **SHANE CHARLES AND MISTY ALLEN CHARLES** on the **26th day of July, 2011** for the sum of **\$6,755.36 (SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 36/100)** dollars, with interest on said amount from the **26TH** day of **JULY, 2011**, at the rate of **5%** percent per annum, attorney's fees of **\$1,500.00** dollars, and **\$279.00** costs of suit. The birth date of the defendant, if available, is **N/A** and the driver's license number of the defendant is **N/A**, Defendant address, as shown in the suit, is **2723 DRIFTWOOD DRIVE, MANVEL, TEXAS 77578**. If defendant's address is not shown, the nature of citation and the date and place citation was served are **N/A**. Said Judgment is recorded in District Court Records. Said judgment is entitled to the following credits, to-wit: **NONE TO DATE**. There is still due on said judgment **\$6,755.36 (SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 36/100 DOLLARS)**, with interest on said amount from the **26TH** day of **JULY, 2011**, at the rate of **5%** per cent per annum, attorney's fees of **\$1,500.00** dollars, and **\$279.00** cost of suit.

Given under my hand and seal of office, at Angleton, Texas, **15th** day of **November, 2011**.

Rhonda Barchak, Clerk
District Court Brazoria County, Texas

By Tara Wandel
TARA WANDEL, Deputy



Doc# 2011050083
Pages 1
12/07/2011 10:42AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00

Joyce Hudman

✓ Daughtry + Jordan PC
17044 El Camino Real
Houston, Tx 77058 - 2630

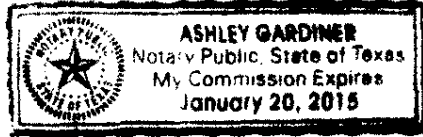
ADDITIONAL DEDICATORY INSTRUMENT

for

SC COMMUNITY ASSOCIATION, INC.

10

THE STATE OF TEXAS §
COUNTY OF Brazoria §



30

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Bonczek, who, being by me first duly sworn, states on oath the following:

My name is Stephen Bonczek. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Secretary of SC COMMUNITY ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

- 1. ARTICLES OF INCORPORATION
- 2. ACC GUIDELINES

OF

SC COMMUNITY ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

DATED this 2 day of December, 2011.

SC COMMUNITY ASSOCIATION, INC.

RECORDER'S MEMORANDUM:

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

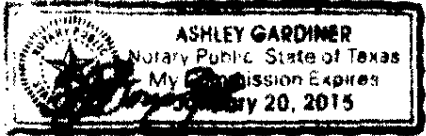
BY: [Signature]
STEPHEN BONCZEK, Secretary
(Printed Name)

VP2

THE STATE OF TEXAS §
 §
COUNTY OF Brazoria §

THIS INSTRUMENT was **acknowledged** before me on this the 2 day of Dec, 2011 by the said Stephen Bonza, Secretary of **SC COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Ashley Gardiner
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



54614 - 17044 Real

✓ After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

**SECRETARY'S CERTIFICATE OF ADOPTION OF
RESOLUTION BY BOARD OF DIRECTORS**

I, Stephen Bonczek, the Secretary of SC COMMUNITY ASSOCIATION, INC., certify that:

I am the duly qualified and acting Secretary of SC COMMUNITY ASSOCIATION, INC., a duly organized and existing Texas Non-Profit Corporation.

The following is a true copy of a document duly adopted by the Board of Directors of such Corporation at a meeting that was legally held on the date indicated thereon and entered in the minutes of the meeting which are contained in the minute book of the Corporation. Said document is attached and incorporated herein.

The attached document is in conformity with the Articles of Incorporation and Bylaws of the Corporation.

Dated: December 2, 2011.

[Signature]
Secretary

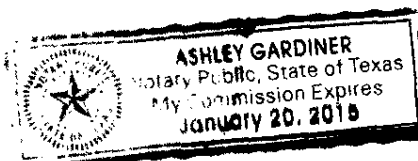
STEPHEN BONCZEK
Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF Brazoria §

THIS INSTRUMENT was acknowledged before me on this the 2 day of Dec, 2011 by the said Stephen Bonczek, Secretary of SC COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058TTN: MRM



FILED
In the Office of the
Secretary of State of Texas

DEC 19 2001

Corporations Section

ARTICLES OF INCORPORATION
OF
SC COMMUNITY ASSOCIATION, INC.

The undersigned, a natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following as Articles of Incorporation for such corporation.

ARTICLE ONE
NAME

The name of the corporation is SC COMMUNITY ASSOCIATION, INC., hereinafter sometimes called the "Corporation" or the "Association."

ARTICLE TWO
NON-PROFIT

The Corporation is a non-profit corporation.

ARTICLE THREE
DURATION

The period of its duration is perpetual.

ARTICLE FOUR
PURPOSES AND POWERS

The purpose or purposes for which the Corporation is organized are to provide for maintenance, preservation and architectural control of that certain property known or to be known or marketed as SILVERCREEK, which property is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, or any other areas created by the dedication and annexation of additional property into the properties covered by the "Declaration" herein below defined (collectively, the "Property") pursuant to the terms of the Declaration, and to promote the recreation, health, safety and welfare of the owners, residents and tenants within the above described Property and, for this purpose, the Association shall have the right to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Silvercreek, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the Real Property Records of the Office of the County Clerk of Brazoria County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length (all capitalized terms used in these Articles of Incorporation shall have the same meaning as assigned to those terms in the Declaration, which definitions are incorporated herein by reference for all purposes);

(b) make, levy, assess, collect and enforce payment of Assessments against the Owners of Lots and Building Plots within the Property, and other charges authorized by the Declaration, in accordance with the terms of the Declaration;

(c) subject to the terms of the Declaration, mortgage the Common Properties and/or Common Facilities for the benefit of the Members, and take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any such mortgage;

(d) pursuant to the terms of the Declaration, suspend the rights of any Member to enjoyment and use of the Common Properties and Common Facilities for any period during which any Assessment or other amount owed by the Member to the Association remains unpaid;

(e) establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties and Common Facilities, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for each and any infraction of such rules and regulations, including, without limitation, limitations on numbers of guests allowed for any Member at a given time;

(f) charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties or Common Facilities;

(g) dedicate, sell or convey all or any part of the Common Properties and Common Facilities, or interests therein, to any public agency, authority, or utility or any utility district, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as provided in the Declaration;

(h) use, rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Property, and/or property owners outside the Property, provided that any such lease or contract providing for use of Common Properties and Facilities by property owners outside the Property shall be approved, prior to being entered into, by a vote of certain Members in accordance with the requirements of the Declaration, but such an agreement may also be entered into unilaterally by Declarant on behalf of the Association and as its agent, without a meeting of the Members, so long as it controls two-thirds (2/3) of the aggregate votes of the Members in the Association and promptly reports such action in writing to the Association;

(i) contract on behalf of all Assessable Tracts, for garbage and rubbish pickup, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to or part of the Assessments described in Article III of the Declaration;

(j) contract on behalf of all Assessable Tracts, for security and/or emergency medical ambulance services, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service shall be in addition to or part of the Assessments described in Article III of the Declaration;

(k) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of a majority of the Board of Directors, or as may otherwise be provided for in the Declaration;

(l) enter into contracts with other property owners associations to provide for collection of assessments of any other such association, and/or to provide partial or full joint administration of this Association and such other association; and

(m) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE FIVE MEMBERSHIP

Every person or entity who is an Owner of any of the Properties which are subject to assessment by the Association (including Declarant, whether or not it is obligated to pay Assessments thereon) shall be a Member of the Association.

ARTICLE SIX VOTING RIGHTS

The Association shall have three classes of voting membership as follows:

Class A. Class A Members shall be all Owners of Assessable Tracts which are Lots, with the exception of the Declarant (unless and until its Class B Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Lot owned by such person or entity. When more than one person holds an interest in a single Lot, all such persons shall be Members. The vote of such Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the co-owners of a single Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be the Declarant herein, as such term is defined in Article I, Section 10, who shall be entitled to ten (10) votes in the Association for (i) each Lot owned by it, and (ii) each one-quarter (1/4) acre of Acreage Tracts owned by it within the Property. Class B Membership shall cease and be converted to Class A Membership (as to Lots owned by Declarant) on the happening of the earliest to occur of the following three events (A, B, or C):

- (A) When total votes outstanding in the Class A membership together equal the total votes outstanding in the Class B membership; or
- (B) The twenty-fifth (25th) anniversary date of the first recordation of this Declaration; or
- (C) When the Declarant terminates Class B Membership by an instrument filed in the Real Property Records of Brazoria County, Texas.

After conversion of Declarant from a Class B Member to a Class A Member, Declarant may thereafter cast votes as a Class A Member. Declarant shall never forfeit its voting rights as a Class A Member or Class B Member regardless of whether it pays any or its full share of Assessments. Owners of Lots which are not Assessable Tracts hereunder (other than Declarant) shall be non-voting Members, and all references in the Declaration to a vote of the Members shall refer only to the relevant percentage of votes of the voting Members, except non-voting Members shall have a vote under Article XIII, Section 5 of the Declaration pertaining to amendments to the Declaration.

At such time as additional Property owned by Declarant is annexed into the Association, the Class B Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be automatically deemed reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first; provided, however, that upon reinstatement of Class B voting rights to Declarant due to annexation of additional Property, the period of time set forth in Subsection (B) of this Article Six shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation (i.e., Supplemental Declaration).

ARTICLE SEVEN BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Owners. The number of directors may be changed by amendment of the Bylaws of the Association. In case of the resignation, death, or incapacity or refusal to serve of any of the initial directors, the remaining directors may appoint a substitute director or directors to serve. The judgment of the directors, whether the directors are the initial directors or substitute directors in the expenditure of funds of this corporation shall be final and conclusive, so long as such judgment is exercised in good faith.

ARTICLE EIGHT
DISSOLUTION

The Association may be dissolved by a majority vote of the Board of Directors. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such association is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE NINE
AMENDMENTS

These Articles may be amended or altered by a majority vote of the Board of Directors. In the event of a conflict between these Articles and the Declaration, the Declaration shall be deemed controlling.

ARTICLE TEN
REGISTERED AGENT

The street address of the initial registered office of the corporation is 16285 Park Ten Place, Suite 300 Houston, Texas 77084 and the name of its registered agent at such address is JOEL MARSHALL.

ARTICLE ELEVEN
INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

Mr. Joel Marshall
16285 Park Ten Place, Suite 300
Houston, Texas 77084

Robert J. Bamford, III
16285 Park Ten Place, Suite 300
Houston, Texas 77084

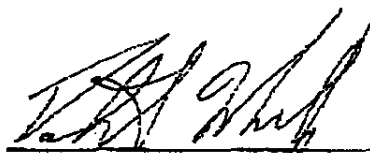
Jacque Richter
16285 Park Ten Place, Suite 300
Houston, Texas 77084

ARTICLE TWELVE
INCORPORATOR

The name and street address of the incorporator is:

Mr. Patrick E. Murphy
Boyar & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of December,
2001.



PATRICK E. MURPHY



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

SC COMMUNITY ASSOCIATION, INC.
Filing Number: 800037857

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/19/2001

Effective: 12/19/2001



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Assistant Secretary of State

SC Community Association, Inc.*
Architectural Control Guidelines

Approved
June 21, 2007

To supersede all other previously recorded guidelines

***Governing Silvercreek Sections One through Ten**

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**SC COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL CONTROL GUIDELINES**

OVERVIEW

The Declaration

A system of Architectural Control is created by the following Declaration of Covenants, Conditions and Restrictions:

Silvercreek			Brazoria County Clerk's File No. 01057373
Silvercreek	1 st Amendment		Brazoria County Clerk's File No. 02003866
Silvercreek	Section One	Supplemental	Brazoria County Clerk's File No. 02005119
Silvercreek	Section Two	Supplemental	Brazoria County Clerk's File No. 02005120
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Silvercreek	Section Seven	Supplemental	Brazoria County Clerk's File No. 03067105
Silvercreek	Section Eight	Supplemental	Brazoria County Clerk's File No. 03039484
Silvercreek	Section Nine	Supplemental	Brazoria County Clerk's File No. 03067106
Silvercreek	Section Ten	Supplemental	Brazoria County Clerk's File No. 2004011624

*All recording information refers to the Official Public Records of Brazoria County, Texas.

All of the foregoing shall be collectively referred to as the "Declaration." Pursuant to a written instrument executed on December 11, 2001 and recorded with Brazoria County on December 18, 2001, Centennial Homes, Inc. assigned to the Silvercreek Homeowners Association, Inc. (subsequently amended and renamed to read "SC Community Association, Inc.") all the duties, powers and responsibilities of the Declarant, as described in the Declaration relating to Architectural Control including, but not limited to, the rights of inspection, review, and approval of all improvements existing within the Silvercreek Subdivision.

Purpose and Objectives

The purpose of these Architectural Control Guidelines (the "ACC Guidelines") is to establish and preserve a harmonious and aesthetically pleasing design for the Silvercreek Subdivision (the "Subdivision") and to protect and promote the value of the properties subject to the restrictions set forth in the Declaration. The ACC Guidelines are designed to provide a standard by which the SC Community Association, Inc. (the "Association") approves any improvements, or alterations to existing improvements, and a standard as to the general upkeep of properties within the Subdivision.

To preserve the architectural and aesthetic appearance of the Subdivision, site work, placement of improvements, construction of improvements, or alterations that effect the exterior appearance of existing improvements shall not commence, unless and until they have been submitted to and approved in writing by the Silvercreek New Construction and/or Modifications Committees (designated by the Declaration as the "Architectural Committee," or hereinafter, the

“ACC”) as to the compliance of such work and improvements with the Declaration and ACC Guidelines.

These guidelines are intended to function as a summary of the detailed expectations and design requirements of the Association in accordance with the power bestowed upon it by the Declaration. The Association has the exclusive jurisdiction over the approval of all improvements made to properties and modifications or additions made to existing improvements on properties. Properties shall mean all lots and common facilities shown on the Subdivision Plat.

Application Procedure

Owners are invited to submit a Request for Approval for any proposed modification or addition to the Lot, including any building already on the Lot or contemplated to be built on the Lot. Applications shall be obtained from the Association or its assigned agent. A completed application package shall include two complete sets of “Plans,” defined as follows:

- (i) Design Development Plan, including
 - i. Site plan (survey) showing the location, dimensions and orientation to boundary lines and applicable setback lines of proposed buildings, garages, other structures, driveways, sidewalks, fencing and all other contemplated improvements;
 - ii. Design elevation of, core plan for, and description of the foundation, height and size of each structure to be built, including a certified calculation of: (A) the living area of each Living Unit to be constructed thereon; and
 - iii. A description and sample of the exterior materials proposed for each different exterior area of each structure.
- (ii) Exterior Plan, including
 - i. Drawings and details of all exterior surfaces, including the roof, showing elevations and the color, quality and type of exterior construction materials.
- (iii) Landscaping Plan, including
 - i. Species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalk or driveway paving.
- (iv) Grading and Drainage Plan, including
 - i. All proposed lot grading, elevations and drainage.
- (v) All such other information as may be reasonably required to enable the ACC to determine the location, scale, design, character, style and appearance of such Owner’s intended improvements.

The Owner shall provide a valid, current address and phone number. Incomplete applications shall be rejected and returned. Applications shall be submitted via mail to the Association or its assigned agent. All applications must be in writing. The ACC will not respond to fax or verbal requests. It is the applicant’s responsibility to insure that the Association or its assigned agent has received the application. Do not assume the application was received.

If an Owner neglects to submit a full set of required Plans for approval, failure of the ACC to exercise the powers granted to it by the Declaration shall never be deemed a waiver of those powers either before or after a building or other improvement in the Subdivision, or any exterior addition to or alteration therein, has been completed.

The ACC also reserves the right to specify requirements for each building plot as follows: minimum setbacks; impervious cover restrictions; driveway access to adjacent streets; the location, height and extent of fences, walls or other screening devices; garage access; and the orientation and placement of structures with respect to streets, walks, easements, and structures on adjacent property.

The ACC shall have full power and authority to reject any plans and specifications that: (1) do not comply with the restrictions and guidelines here imposed (or by any supplemental declaration or republication of the ACC guidelines); (2) fail to meet the ACC's minimum construction requirements or architectural design requirements as set forth in the relevant Declaration and/or ACC guideline provision(s); or (3) might not be compatible, in the ACC's judgment, with the overall character and aesthetics of the Subdivision.

Approval/Disapproval Processing Period

The ACC will respond in writing to all completed applications. Upon approval, one (1) copy of the application and a set of drawings will be marked "approved" and returned.

Please note that the ACC has thirty (30) calendar days from date of receipt of a completed application within which to respond. If additional information is required to process the application, the ACC shall request from Owner such information, and the thirty (30) day processing period will commence upon receipt of the additional information. Scheduling for the implementation of the proposed improvement(s) should allow for the time required for completion of the approval process.

In the event the ACC fails to indicate its approval or disapproval within the thirty (30) days after completion of the ACC application, including receipt of all required documents, then the approval process and the related covenants set out in the Declaration shall be deemed to have been fully satisfied, provided that the proposed improvements are in general harmony with the scheme and aesthetics of the development as set forth in the Declaration and these ACC Guidelines and do not violate any of the covenants. However, failure to respond on the part of the ACC does not imply permission to encroach on an easement or building setback line. ***Any failure by the ACC to approve or disapprove an application in writing within the thirty (30) day period shall not constitute a waiver of the requirements of the Declaration or these ACC guidelines.***

If an application is disapproved, the ACC will respond in writing as to why such approval was denied. The Owner may resubmit the application to incorporate such changes as requested by the ACC. The ACC will have a new thirty (30) day processing period within which to review the completed amended application and issue a written approval/disapproval decision. If an applicant wishes to discuss the decision made by the ACC, the applicant must contact the Association or its assigned agent to make arrangements to attend a regularly-scheduled meeting of the Association's Board of Directors. The Board of Directors shall have the final authority over all actions taken by the ACC.

No ACC member can approve his/her own improvement.

If construction has not begun within six (6) months from the date of approval, the approval is null and void and the application must be resubmitted. ACC approval is non-transferable for approved projects which have not yet begun. In addition, all construction shall be completed within twelve (12) consecutive months from construction start date (ie. approval date) unless express written approval is granted by the ACC.

PLEASE NOTE: ACC approval is required PRIOR TO the installation or construction of any improvement or modification to an existing improvement. If an improvement is made without ACC approval, the Association has the legal right to enforce its removal or modification at the property owner's expense along with the forfeiture of any applicable fees.

Easements

The ACC cannot approve any application if there is an encroachment on an easement, until the Owner resubmits revised plans to correct the encroachment. Any non-portable structure, with the exception of fences, on an easement is considered permanent and thus an encroachment.

Variances

Each application is considered on its own merit and the ACC may grant a variance from these guidelines if, in the sole discretion of the ACC, the circumstances warrant. Variances will be granted in writing only and, when given, will become part of these guidelines to the extent of the particular lot(s) involved. Because a variance may have been granted in one instance does not mean that improvements of a similar nature need not be applied for. Unless the guidelines are amended and reissued, applications for improvements must be submitted, regardless of any variances previously granted.

Any variance applied for and granted does not and will not be construed as a waiver of any restrictions to Building and Land use as stated in the Declaration.

Under no circumstances shall the ACC be compelled, by court order or otherwise, to grant a variance under provisions of the Declaration or these ACC Guidelines. All requests for approvals, variances and adjustments must conform to the Brazoria County Building or Zoning Ordinances in existence as applicable or as amended.

Inspection

All improvements are subject to inspection by the Association, the ACC or their assigned agent(s). The owner agrees to grant access to the Association, ACC or assigned agents for inspections which will be scheduled with the owner. The owner will be reasonable in scheduling inspection times.

Enforcement

The Declaration provides as follows:

The Association and/or Declarant shall have the power and authority to enforce the terms and provisions of this Declaration by legal action or other means provided for herein.

The Association and the ACC, as well as their board members, agents, assigns or employees, shall not be liable to any other party for any loss, claim or demand asserted on account of their administration of these ACC Guidelines and the performance of their duties hereunder, or any failure or defect in such administration and performance.

No right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Declarant, the Association, its board members, or the ACC for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of such breach of the Declaration, or for imposing herein restrictions and covenants and liens which may be unenforceable.

Complaints

Property owners are encouraged to help maintain the beauty of the Subdivision. To this end, all property owners have an obligation to conform to the Declaration and ACC Guidelines. If you should have a complaint regarding a violation, please notify the Association or its assigned agent in writing. All complaints will be handled in a professional manner and shall remain confidential.

Warranty

The ACC's approval of plans does not constitute a warranty or representation that the proposed improvement is suitable or fit for its intended purpose or that the design of the proposed improvement is structurally sound or conforms with all applicable building codes or other applicable governmental regulations. The ACC's review of plans is restricted to compliance with specific provisions in the Declaration and other dedicatory instruments such as these Guidelines such that harmony of design and aesthetic quality is preserved in the Subdivision.

The ACC's approval, whether explicit or as a result of not responding within 30 days to a complete application, cannot be invalidated or revoked by subsequent amendment and/or changes to this document nor by the addition of supplements to the Declaration or any other change or addition to any approved documents relating to the matters addressed herein.

As such, neither Declarant, the Association, Board of Directors, the ACC or their members shall be liable in damages to anyone submitting plans or specifications to them for approval or to any Owner of a Building Plot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any delay or any defect in any plans or specifications. Every person who submits plans or specifications to the ACC for approval agrees, by submission of

- such plans and specifications, and every Owner agrees, that he will not bring action or suit against Declarant, the Association, Board of Directors, the ACC, or any of the members thereof to recover any such damages.

Controlling Documents

In the event of a conflict between these Guidelines and the Declaration, the Declaration shall control.

Interpretation

If these ACC Guidelines or any word, clause, sentence, paragraph, or other part hereof shall be susceptible to more than one or conflicting interpretations, then the interpretation, which is most nearly in accordance with the general purposes and objectives of these Guidelines, shall govern.

GUIDELINES

The primary use for all lots within the Subdivision is for the construction of Living Units (i.e., detached single-family residential structures), and residential-related improvements and amenities. Living Units and Lots shall be used only as a residence for a single family of individuals related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners (excluding cooperative-type ownership if being used to avoid the intent of these guidelines). All Living Units and other improvements erected, altered or placed upon any Lot within the Subdivision shall be of new construction.

Each occupied lot shall include one (1) detached single-family residence not exceeding two and one-half (2-1/2) stories in height (while meeting the minimum square footage as defined in the Declaration) and a private garage accommodating not less than two (2) but no more than three (3) automobiles. All site work, construction, improvements or modifications shall conform to all Federal, State and Local Codes and regulations and shall be done in a workmanlike manner.

Excluding "Construction Offices" as termed in the Declaration, the primary residence shall be constructed prior to the construction of any other buildings, including garages, carports, sheds or any type of outbuilding, permanent or otherwise.

Any existing residence that is partially or completely destroyed by fire or other means can be rebuilt to original plan of exterior design.

1. Site Work

- a. Clearing: Approval must be granted PRIOR TO the commencement of any site work. Only removal of underbrush and trees up to two inches (2") in diameter, measured one foot above the natural grade, will be approved until a complete ACC package has been submitted and approved.

All trees and brush cleared from the Lot must be removed from the property. **NO COMMERCIAL BURNING IS ALLOWED AT ANYTIME ON BUILDING SITES.** Commercial burning is defined as burning being done on a vacant lot during construction of a home. This does not pertain to homes that are occupied or to resident homeowners who have affected personal burning.

- b. Drainage: Under no circumstances shall a property owner be allowed to divert drainage water from one property to another. Existing drainage shall be maintained.
- c. Grading: All grading of lands in the Properties, including the Lots therein, shall be approved in advance in writing by the ACC and such grading shall not thereafter be changed except with the further consent in writing of the ACC. Under no circumstances can re-grading of the Lots be allowed where drainage between adjoining Lots and the surrounding lands are negatively impacted.

2. General Construction Conditions

- a. Construction Work Times: Except in an emergency or when other unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy indoor construction work on or around a Living Unit shall be permitted only after 6:00 a.m. and before 8:00 p.m. for new construction, and only after 8:00 a.m. and before 7:00 p.m. on modification or alteration work.
- b. Nuisances: It is the property owner's responsibility to insure that its contractors conduct themselves in an orderly manner so as not to be a nuisance to other property owners. Examples of nuisances include, but are not limited to, the following: speeding and reckless driving, loud music, bringing pets to the job site and letting them run loose in the neighborhood, profane language, etc.

Work that creates excessive or loud noises shall not begin before sunrise and shall end at sunset. This shall also include construction material deliveries.

- c. Portable Restrooms: Prior to commencement of construction of a residence, an approved portable restroom facility shall be provided on approved lot.
- d. Trash: All construction trash including, but not limited to, food and beverage packages, shall be contained in an appropriate receptacle on the approved lot and removed weekly at a minimum. Trash shall not be allowed to drift onto the road right-of-way or surrounding properties.

Concrete trucks shall be washed out and the excess concrete dumped on property owner's lot only or another suitable wash out area as zoned by the Contractor. These trucks shall not be washed out or the excess dumped on road easements, ditches or any other lot or property within the subdivision.

- e. Burn Ban: The burning of trees, brush or construction materials is strictly prohibited on all Lots.
- f. Vacant Lots: Vacant lots shall not be used for the purpose of storage of any items at any time.

3. Buildings

- a. General Information: A "building" is defined as the primary residence situated on a Lot, and includes any bona fide additions such as a garage. It does not include any detached structure such as a storage shed, gazebo or playhouse/fort.

Mobile homes, modular homes, manufactured homes or similar structures are not allowed.

Only one single-family residential dwelling, not to exceed two and one-half (2-1/2) stories in height, a garage accommodating no less than two (2) and no more than three (3) automobiles shall be constructed on a Lot. For purposes hereof, the one-half (1/2) story of a two and one-half story Living Unit must be contained

within the peaked roof line of the Living Unit, subject only to window protrusions from the roof. Furnished attics and/or basements shall not be considered to be separate stories. The garage and any approved outbuildings shall not exceed the main dwelling in height.

No Living Unit shall contain less than the minimum per square foot living area provided for in the Declaration, unless the ACC expressly approves this in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways and garages. Measurements shall be to the face of the outside walls of the living area.

Commercial activity, such as, but not limited to services, repairs for hire or sales are strictly prohibited on any residential Lot with or without improvements. Except that any Occupant of a Lot may engage in a home occupation on a full or part-time basis upon the Lot if and only if (A) such business is transacted or conducted (insofar as activity on or within the Lot is concerned) entirely through telephone communication (including facsimile transmissions, computer modems/routers and similar communications equipment), (B) there is no visible manifestation exterior to the Living Unit structure that would indicate that such home occupation is being conducted in the Living Unit, and (C) the home occupation usage complies with the following specific restrictions:

- (i) No employees of the business (excluding the permitted occupant(s) or resident(s) conducting the business) shall be permitted on the Lot in connection with the conduct of the business;
- (ii) The business shall not permit customers to visit the Lot in connection with the business being conducted thereon;
- (iii) No inventory of the business (other than samples) shall be stored on the Lot;
- (iv) The home occupation shall not generate any noise that would be in excess of or materially different in nature from that normally associated with a strictly residential use;
- (v) The home occupation shall not cause there to be traffic generated on or in the vicinity of the Lot in excess of that normally associated with a strictly residential use;
- (vi) There shall be no assembly, fabrication or manufacturing processes carried out on the Lot in connection with such home occupation;
- (vii) There shall be no shipping of goods, parts, products, equipment, inventory or materials from the Lot in connection with such home occupation; and
- (viii) There shall be absolutely no signage or advertisement of the home occupation located on the Lot, whether permanent or temporary in nature.

Location of Buildings: No part of a building shall be located on any lot over or across the front, side or rear setback lines as set forth and described on the Plat. If the Plat does not describe these setback lines, then the front setback line shall be no less than twenty-five (25) feet, the side setback lines shall be no less than five (5) feet, and the rear setback line shall be no less than twenty-five (25) feet. For a

detached garage, the rear setback line shall be no less than the utility easement shown on the Plat, or eight (8) feet if no such easement is recorded. The side yard setback for a detached garage shall be no less than five (5) feet. Waterfront lots shall maintain rear setbacks not less than twenty (20) feet from the bulkhead or twenty-five (25) feet from the rear property line, whichever is greater. Eaves or overhangs are considered part of the building.

- b. Exterior Materials: The exterior materials of the primary residential structure and garage on all Lots shall be at least sixty-six and two-thirds percent (66-2/3%) brick, stone, or other masonry on the first floor. In computing such percentages, roof areas shall be excluded, but garages, porches and other structures constituting part of the Living Unit shall be included. Materials not allowed shall include but not be limited to, vinyl, aluminum siding, sheet metal, untextured plywood, untextured pressboard (OSB), untextured particleboard, fiberglass or similar materials.

All exterior wood products shall require the written approval of the ACC. shall have at least two (2) coats of paint or stain. All exterior metals will not have less than two (2) coats of exterior paint after the surface has been prepared for proper bonding. The ACC may approve alternate methods of application.

There shall be no exposed concrete block walls on any structure built on the Lots.

- c. Foundations: All foundations shall be poured in place concrete slab type or pier and beam construction.

Pier and beam type construction shall have the opening between the structure and the natural grade skirted using material similar to the material used in the primary structure.

- d. Roofs: All roofs shall have a pitch of 5/12 or greater. Roofs shall be made of composition roofing materials and at the discretion of the ACC on a case-by-case basis, other aesthetically attractive roofing materials which meet standards prescribed by the ACC. Roofing materials shall not be constructed of cedar shake, standard corrugated sheet metal, fiberglass or similar materials. Roof construction, either new or replacement, shall carry a minimum 25-year warranty, or what is generally considered a "twenty-five year roof." Any deviations shall be subject to ACC approval prior to construction.

The ACC retains sole decision-making authority regarding shingle weight and color. All roof stacks and flashings must be painted to match the approved roof color.

No projections (i.e., weather vanes) of any type shall be placed or permitted to remain above the roof of any Living Unit or related structure with the exception of one (1) or more chimneys and one (1) or more vent stacks without the written permission of the ACC. Chimneys shall have decorative caps, the style of which shall be approved by the ACC, installed on their exterior columns.

- e. **Garages:** Each residence shall have a minimum of a two-automobile (not to exceed a three-automobile capacity) garage built of materials consistent with the primary residence. The exterior shall be constructed of brick, stone, or other masonry, as approved by the ACC. Certain sections of the Subdivision have specific materials requirements for garage “fronts” so the supplemental Declaration for each section should also be consulted prior to application submission to the ACC. Materials not allowed shall include but not be limited to, vinyl, aluminum siding, sheet metal, untextured plywood, untextured pressboard (OSB), untextured particleboard, fiberglass or similar materials.

At no time shall a garage, barn or similar structure be used as a residence, living quarters, or for commercial activities, either permanently or on a temporary basis.

A “detached garage” shall refer to a garage which is a freestanding building and which does not share a common wall with the residence. It may be connected to the residence by a covered walkway and may be architecturally treated so as to appear to be a part of the residence building rather than a separate structure. Detached garages may be no more than one (1) story in height.

Attached garages must have interiors that are finished and painted and are limited to two (2) stories in height.

Detached and attached garages must have a minimum five (5') foot side building setback from the side boundaries of the Lot.

No carports shall be permitted on any Lot within the Subdivision, except those porte cochere-type structures that are attached and architecturally integrated into a Living Unit may be approved by the ACC on a case-by-case basis.

4. Temporary Structures and Outbuildings

No structure of a temporary character, including but not limited to, trailer, mobile home, tent, shack, or barn, shall be permanently or temporarily erected, maintained or installed on any Lot at any time, except as may be approved by the ACC on a case-by-case basis. In no event shall any such approved temporary structure on a Lot be used as a residence, living quarters, or commercial enterprise, either permanently or temporarily.

This restriction is not intended to prohibit resident family overnight camping.

An “outbuilding” is defined as any structure, which is not attached to the primary residence. This definition does not include bona fide additions to the primary residence, or garages, but does include structures approved by the ACC (on a case-by-case basis, see above) such as storage sheds, playgrounds/forts, treehouses, greenhouses, bathhouses, etc.

Outbuildings or other structures, temporary or permanent, other than the main residence or garage, shall be limited to eight feet (8') in height and shall be subject to approval by the ACC. All outbuildings or other structures shall be in the rear of the lot behind the

fence. Any type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot.

Exterior material shall be consistent with that of the Living Unit (i.e. brick, stone, masonry siding, wood siding, approved metal etc.) and exterior colors shall match or blend with the predominant exterior colors of the Living Unit. For outbuildings with roof structures, roofing materials shall consist of shingles that match the Living Unit's roofing materials.

Each Lot will be limited to two (2) outbuildings within its boundaries.

No outbuilding will be permitted to be placed on an easement.

No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities on the Lot.

5. Patios, Patio covers, Decks, Porches, and Walkways

Patios, decks, porches and walkways shall not be used as a storage area (i.e. furniture not designed for outdoor use, appliances, lawn equipment, etc.).

Patios and patio extensions shall be located on the side or to the rear of the residence and require ACC approval prior to construction.

Patio covers and the supports shall be constructed of materials, which compliment the exterior of the primary residence. Unfinished metals are not permitted. All metal must be painted. The supports shall be brick, painted or treated wood or metal columns.

Prefab covers made of aluminum may be approved providing they are of a color that substantially matches the house or trim color.

If a patio cover is attached to the primary residence, it must be integrated into the existing roofline (flush with eaves). If it is to be shingled, shingles must match the roof of the primary residence.

Patio covers may not encroach into any utility easement or building set back line.

The maximum height at the peak of the roof on patio covers shall not exceed the primary residence or not to exceed eight feet (8') if the cover is not an integral part of the primary residence's roof.

Freestanding decks shall be located to the side or rear of the primary residence and shall be constructed of material, which compliment the primary residence. Certain structures using wood framing may be allowed to go unpainted provided treated or insect resistant wood is used.

Freestanding decks shall not be closer than ten feet (10') from the property line and shall be no higher than the height of the first floor slab, and follow the natural grade of the property.

Porches shall be constructed of materials that compliment the primary residence. Walkways shall be constructed of masonry material, stone or wood that compliments the primary residence.

6. Room Additions

All room additions shall have ACC approval. Detailed plans must be submitted with the ACC package.

Exterior materials shall match or compliment the existing structure. Exterior colors shall match the existing structure.

Room additions shall not encroach into any utility easement. Additions shall comply with all provisions of this document.

Size and shape of room additions shall compliment the architectural style of the residence. Plans for any room additions shall be submitted with floor plans of the existing residence. Roof of addition must integrate with existing roofline so as to appear to have been part of the original house.

Garage conversions for the purposes of room addition are strictly prohibited except in the case of an attached three car garage with two of the spaces being exterior spaces directly accessible from the driveway and the third space being an interior space accessible by driving through one of the exterior spaces (a so-called tandem configuration). In such a case, the interior space may be converted to a room addition, subject to all other requirements herein. It is specifically intended this exception will not result in any change in outward appearance or utility of the two remaining exterior garage spaces.

Building permits as required by the county must be submitted with the application. In some instances, the ACC may grant approval with the provision that a copy of the permit must be received by the ACC within thirty (30) days of the approval letter and prior to construction beginning.

7. Exterior Painting and Maintenance

Exterior paints and stains for each residence shall be selected to complement or harmonize with the colors of the other materials with which they are used. If a homeowner intends to repaint with the original color scheme, no approval is required. Color changes must be approved by the ACC.

Colors (and materials) shall be in harmony with the natural environment of the Subdivision. Muted earth tones compatible with the hues of the landscape are therefore most appropriate. Extremely bold colors are prohibited.

Exterior doors shall be maintained. They may be stained a natural wood color or painted the same color as the house trim. Other paint colors may be approved on a case by case basis by the ACC.

Exteriors shall be kept clear of excessive mold and mildew. Rotting or damaged exterior materials shall be repaired. The frames of storm windows and storm doors shall be of a color compatible with the exterior house colors.

8. Swimming Pools, Spas and Jacuzzis

All swimming pools, spas and Jacuzzis require ACC approval prior to construction.

No pool, spa or Jacuzzi of any type shall encroach into any utility easement. Pools, spas and Jacuzzis shall meet all building line and easement restrictions on the recorded plat and be located at the rear of the primary residence.

All pools, spas and Jacuzzis shall comply with all state and county regulations.

All pool, spa or Jacuzzi mechanical equipment, such as pumps and filters, must be screened from public view by a solid wood fence or landscaping.

All swimming pools, spas, and Jacuzzis must also have an adequate drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate of the ACC. The drainage must include a four (4") inch pvc pipe draining to the curb. Under no circumstances shall water from a swimming pool, spa, or Jacuzzi be permitted to drain onto the surface of the lot on which the swimming pool, spa or Jacuzzi is situated or onto any adjacent Lot. No swimming pool, spa or Jacuzzi shall be constructed in a manner as to impede drainage on a lot or to cause water to flow onto adjacent lots.

If access over an area maintained by the Association is required during construction, then a \$500.00 deposit must be posted with the Association management company prior to approval of the plans and construction. The deposit will be refunded if the area is returned to a satisfactory condition, in the sole opinion of the Association. The Association may retain some or all of the deposit to make any repairs necessary as determined by the Association. The deposit does not limit the owner's liability for damage to the common areas.

Pool water must at all times be maintained in a sanitary and safe condition.

Aboveground pools not exceeding 4' in height shall be permitted provided that access to the pool is limited to one ladder. No perimeter deck is permitted. Pool water shall be properly filtered to maintain a safe condition.

9. Fences, Fence Extensions, Walls and Gates

All proposed fences shall be approved by the ACC prior to construction or installation.

No fence or wall having a height greater than eight (8') feet shall be constructed. Height of fence shall be measured from the natural grade below the fence.

For the purpose of this article, the rear yard is defined as that area between the rear property line and the front of the primary residence. For a corner lot, the rear yard extends to the platted building line of the side street.

Corner lots or lots adjacent to a designated reserve area shall have fences constructed so that any visible framing shall face the interior of the lot on which the fence was erected.

Fence repairs or replacement shall be made with similar materials and construction details as used on the original fence.

Fences shall be maintained in good condition.

No fence shall be constructed so as to cross the side property lines and join two or more houses. This provision is intended to prohibit the appearance of continuous fencing across the front of multiple lots.

All approved fences are subject to additional landscaping used to buffer appearance.

Any painting, staining or varnishing of fence shall be approved by the ACC. Maintenance of fence to original condition is exempt from the approval process.

All gates shall be approved by the ACC. All gates shall be in harmony with the type construction and type of fence being submitted for approval. Replacement gates shall require ACC approval prior to installation unless identical to gate being replaced. For Lots with setback garages, driveway gates are permitted, but require prior ACC approval prior to installation.

There shall be no chain-link fencing except as may be utilized by builders with the approval of the ACC for temporary storage of building materials and supplies during the construction phase.

10. Landscaping

General: A landscape plan shall be required for any landscaping improvement that increases the landscape area forward of the fenced area of a residence. Maintenance of existing landscaping such as replacement of plant materials does not require approval. ACC approval is not required for any landscaping not expressly prohibited. Known invasive, nuisance or trash plants are not allowed- Bamboo, Chinese tallow, Hackberry and similar species. A decorative plant or tree sold by a local retail nursery not specifically prohibited is acceptable and does not require approval.

Maintenance of Lots shall include regular mowing, edging of turf areas, weeding of plant/flower beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased and/or dead plants or trees must be removed and replaced within a

reasonable time with an acceptable plant/tree within the landscaping guidelines above. Deviations from this replacement scheme will require approval by the ACC. Grass clippings, tree-trimming debris, and any other yard debris cannot be placed on curb for removal before 6:00 a.m. on the day of trash pickup.

On front lawns or wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the ACC. Generally, the number of decorative item(s) will be limited in quantity (no more than two (2) per Lot visible from any street) and in size (three (3') feet in height on or immediately adjacent to porches, two (2') foot in height in plant/flower beds). Decorative pots will be limited to ten (10) total: four (4) pots no more than two (2') feet in diameter and six (6) pots no more than one (1') foot in diameter.

Decorative benches are prohibited in the front lawn/sod area(s). Small benches and chairs may be placed on porches but must be approved by the ACC.

The digging or removal of dirt from any Lot is expressly prohibited except when necessary for initial and subsequent landscaping and/or construction improvements on the Lot. Trees can only be removed from the Lot if diseased/dead, or if room is needed for permanent improvements such as room additions/swimming pools, or to permit construction of drainage swales. All trees shall be properly maintained while dead and diseased trees shall be promptly replaced with comparable trees.

Owner of each Lot must maintain solid sod on the front and side yards of the Lot with grass and shall maintain such grass in a neat, clean and attractive condition. Periodically, damaged areas of grass will need to be replaced with new sod as they occur. Grass shall be of a type prescribed by the ACC.

No new planting or landscaping modification will be permitted within the Lot area located between the street and the sidewalk.

11. Swing Sets, Playstructures, Forts, Clubhouses, Basketball Goals, Trampolines and Similar Recreational Structures

General: All swing sets, playhouses, clubhouses, forts and trampolines or other similar structures shall be located to the rear of the property and properly maintained at all times.

Basketball goals and adjacent play areas shall be located behind the property line.

Basketball goals shall be of the "movable" design, whereby the bases of the goals are wheel-mounted to facilitate transport and storage of goals on Lot after usage. No permanent basketball goal backboards shall be installed on Living Unit exteriors and/or garages.

No such structures (playhouses, forts, clubhouses or other similar structures) shall exceed the height of the primary residence and in no case shall ever exceed eight (8') feet in height (excluding basketball goals, which by design incorporate an eleven (11') foot

height of the goal). Such structures shall not exceed one hundred and fifty (150 ft²) square feet in floor space. Structures are required to be constructed with materials and a design that are architecturally and aesthetically compatible with the neighborhood, as determined by the ACC. Tops of structures will be earth tone.

No playstructure will be permitted to be placed on an easement or located nearer to a Lot boundary than the applicable building setback established by the Plat or Declaration.

Birdhouses shall be limited to the backyard of the Lot in a location that is not visible from the street in front of the house. Two (2) birdhouses per Lot are permitted with each birdhouse reaching no more than twelve (12') feet in height. The maximum size of an individual birdhouse is two (2') feet wide by two (2') feet long. Birdhouses may not be placed closer than five (5') feet from any property line adjacent to another lot.

Gazebos shall be defined as free-standing, open-framed structures with lattice-type walls. A gazebo shall not be used for any type of storage. Gazebos are typically circular- or octagonal-shaped structures. There are two approved types of gazebos:

Conical shaped (peaked) roofed gazebos. These gazebos cannot exceed eight (8') feet in height (height as measured from the ground).

Flat lattice (arbor type) roofed gazebos. These gazebos cannot exceed eight (8') feet in height (height as measured from the ground).

For both structure types, only one (1) gazebo will be allowed per lot with a maximum footprint area of one hundred (100 ft²) square feet (typically 10' x 10'). All gazebos must have a permanent roof with materials as set forth in the Declaration and these Guidelines. The materials used in construction of the gazebo shall be harmonious with the standard, type, quality and color used in the construction of the main residence of the lot. Louvered or trellis-style gazebo roofs may be allowed as long as the quality of materials is approved by the ACC. Pressure-treated wood may be stained, painted or covered by shingles.

No gazebo shall impede drainage on the lot or cause water to flow onto an adjacent lot.

12. Clotheslines/Animal Running Cables

Clotheslines or other clothes-drying apparatus are strictly prohibited, as is the activity of drying clothes on any such apparatus.

No clothing or other materials shall be aired or dried within the boundaries of the Lot except in an enclosed structure so as not to be visible to public view.

Running cables for pets shall be directly behind the primary residence and concealed from view of the streets or neighboring Lots.

13. Driveways

All driveways, or modifications to existing driveways, shall have ACC approval prior to construction.

Each property shall have a defined driveway with a minimum ten (10') foot surface width.

The driveway surface will consist solely of concrete unless otherwise approved by the ACC. Driveway extensions should be aesthetically compatible with the neighborhood.

Any topcoat shall be of a material designed specifically for the purpose of coating driveways and of a color harmonious with the natural surroundings.

All vehicles not stored in garages must be parked on the driveway at all times. Vehicles parked in the driveway are subject to additional regulation; *see* "Vehicles" later in this section. No vehicle of any kind shall be parked on any unpaved portion of a Lot at any time (ie. parking on grass and in yards is strictly prohibited) nor shall a vehicle be permitted to park on a driveway in such a manner as to obstruct pedestrian use of a sidewalk.

No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant, shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.

Driveways shall be maintained at all times, kept clean, repair/replace damaged concrete, etc.

14. House Numbers/Address Signs

House numbers and similar materials used on the Lot must be harmonious with the overall character and aesthetics of the community and be continually maintained in an attractive manner.

All address signs shall have ACC approval prior to construction.

If house numbers need to be replaced, they shall be replaced with the same kind, likeness, color, and material as the original numbers and/or plating.

15. Awnings and Window Coverings

Awnings require ACC approval prior to installation. Awnings are not allowed except on rear windows and may not be visible from the street.

Exterior shades are not permitted. This includes permanent installation of exterior hurricane rollups or other window coverings. Temporary emergency coverings (i.e.,

plywood covers over windows) in case of hurricanes, natural catastrophes or other emergency conditions are allowed. All such temporary emergency coverings must be completely removed and the property restored to its original condition within seven (7) days after the expiration of the emergency condition. The Board of Directors may extend this period, if warranted.

No aluminum foil or similar reflective material shall be installed on the interior or exterior of any window.

Solar sunscreens will be allowed with ACC approval prior to installation.

Any type of window film installed on any window shall be maintained at all times.

16. Signs, Advertisements and Billboards

Only one sign advertising a property for sale or rent shall be erected, not exceeding six (6 ft²) square feet and shall not exceed six feet (6') in height above the natural grade. All signs must be removed within one week of the property closing date and/or lease contract execution. No sign shall be permitted advertising that a Lot has or will be foreclosed upon.

Signs giving notice of home security systems are permitted if placed at or near the front entrance and are no larger than one hundred and forty four (144 in²) square inches. Window stickers giving notice of a home security system are permitted.

Garage sale signs will be permitted, however, are limited to one (1) sign per Lot, to be placed on the Lot during the effective date of the garage sale, and is further limited to two (2) occurrences per year, as dictated by these guidelines.

A maximum of six garage sale signs may be erected on any common areas within the community. Vehicles with signs advertising the garage sale may not be parked at community entrances, intersections or locations away from the property. Garage sale signs must be removed at the conclusion of the garage sale.

No more than one (1) political sign per candidate or ballot item may be erected by an Owner. This sign shall be ground-mounted, shall not exceed four (4') feet by six (6') feet in size, and must conform to the following restrictions, per Texas Property Code Section 202.009:

- (1) Shall not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or non-standard decorative component;
- (2) Is not attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
- (3) Does not include the painting of architectural surfaces;

- (4) Does not threaten the public health or safety;
- (5) Is not larger than four feet by six feet;
- (6) Does not violate any local, state or federal law;
- (7) Does not contain language, graphics, or any display that would be offensive to the ordinary person; or
- (8) Is not accompanied by music or other sounds or by streamers or is not otherwise distracting to motorists.

Political signs can be posted from 90 days prior to an election and must be removed within 10 days after the election has concluded.

All other signs are prohibited. The Association has the right to remove any sign that does not comply with the above restrictions.

17. Garage Sales

Garage sales are limited to two (2) occurrences per year, as arranged and managed by the Association. Owners may conduct garage sales by registering with C.I.A. or the current management company by e-mail 2 weeks in advance providing the date, location and owner participants in the sale. If more than two (2) garage sales are held at a property within a one (1) year period, the activity may be pursued as a business being operated out of the home in violation of the Declaration and these Guidelines.

One (1) yard sign will be permitted for each Owner who has registered to participate in the garage sale. A reasonable number of signs may be erected on any common areas within the community. Vehicles with signs advertising the garage sale may not be parked at community entries, intersections or locations away from the property.

Materials may not be brought to the property from outside the subdivision for the purpose of resale from the property. Such conduct will constitute operating a business in violation of the Declaration and these Guidelines.

Garage sales held at any time outside of the date(s) of the two sanctioned sales are strictly prohibited and will be considered a violation of these guidelines and the Declaration.

18. Storage of Building Materials

Building materials shall not be stored on a lot other than in an enclosed garage prior to construction or modification. Building materials shall include culverts, brick, stone, lumber, siding, shingles, sand, rock, etc.

No materials shall be placed on the road right-of-way in front of the property line.

After the construction of the primary residence, small quantities of building materials may be stored at the rear of the residence in a neat and orderly manner or behind a screening wall concealed from public view from the street or neighboring Lots. Large quantities of building materials shall not be stored on the property at any time.

Landscape materials such as dirt and bulk mulch may be stored on driveway or other parts of the lot for a maximum of seven days.

19. Exterior Lighting

All exterior lighting fixtures require ACC approval as to location, style, size, color and level and direction of illumination. Illumination shall be directed toward the concerned house and Lot.

Exterior decorative lights, security lights or floodlights must be directed so as to not shine onto or spill over onto a neighboring property. Any light which is a nuisance to neighbors, as determined by the ACC, will not be permitted.

No security light fixture may be mounted above the eaves of the house or garage or more than ten (10') feet above the ground.

Security lights may not be mounted on poles, fences, trees or structures other than the house or garage.

Mercury vapor, sodium (yellow) and exposed fluorescent lights are not permitted.

Electric outlets may be installed in flower beds for decorative or holiday lights if they are inconspicuous and meet all applicable codes.

20. Window Air-Conditioning Units/Coolers

No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Lot.

21. Supplementary Utility Production Equipment

This section shall pertain to utility production equipment. This includes but is not limited to; water wells, solar power units, windmills, or any electrical power producing equipment. All such equipment shall be located behind the fence and shall not exceed the height of the primary residence. All such equipment shall require ACC approval prior to installation.

22. Vehicles

No property owner or resident of a Lot shall park, keep or store any vehicle on a Lot which is visible from any street in the Subdivision or neighboring Lot other than a

passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours.

For purposes of this section, "passenger vehicle" is limited to a vehicle displaying a valid license plate issued by the State of Texas or, if displaying a license from another state, would be eligible to obtain proper licensing from the State of Texas and a sport-utility vehicle (SUV) used as a family vehicle. A "pick-up truck" is limited to a one ton capacity pick-up truck. None of these vehicles may be adapted or modified for commercial or business use. Per the Declaration, commercial use vehicles are specifically prohibited from permanent parking in a homeowner's driveway or on a street in front of a residence. Commercial vehicles are identified by signage and/or other characteristics that indicate an obvious commercial versus personal use.

No vehicle of any kind shall be parked on any unpaved portion of a Lot at any time (i.e. parking on grass and in yards is strictly prohibited) nor shall a vehicle be permitted to park on a driveway in such a manner as to obstruct pedestrian use of a sidewalk.

No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant, shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.

No inoperable vehicle shall be parked, kept or stored on a Lot if visible from any street or neighboring Lot in the Subdivision. A vehicle is deemed "inoperable" if it (1) does not display all current and necessary licensing and inspection permits, (2) it is maintained in a wrecked, junked, or demolished condition, (3) it does not have fully-inflated tires, or is positioned on blocks, jacks, or other structures indicating that motorized travel is not possible, (5) or is otherwise incapable of being legally operated on a public street or right-of-way.

No boat, trailer, recreational vehicle, camping unit, bus, commercial-use truck, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure or behind a solid fence. Such vehicles may be parked on a Lot in a garage or some other structure approved by the ACC, provided that the vehicle is concealed from public view from any street or neighboring Lot.

No repairs on any type of vehicle may be performed on the Lot unless concealed from public view from any street or neighboring Lot.

23. Trash Cans/Containers

No trash, rubbish, garbage, manure or debris of any kind shall be kept or allowed to remain for extended periods on any Lot, except in approved containers inside a structure. Reasonable size composts are allowed in the rear yard concealed from public view.

No approved trash containers shall be maintained on a Lot which are visible from any street or neighboring Lot, except to make the same available for collection (and then only for the shortest duration reasonably necessary to accomplish such collection.) In no event shall trash, garbage, refuse, or the containers thereof be set out for collection earlier than

6:00 a.m. *on the day* of trash collection. Garbage, trash and refuse made available for collection shall be placed in bags or covered containers and appropriately secured from spillage or dumping, using tight-fitting lids. Trash containers shall be placed in such a manner as to not block any portion of the sidewalk adjacent to Owner's Lot or any other Lot.

If so required by an outside third party, the Association has the authority to mandate that Owners use containers of a uniform type for collection of trash and refuse.

24. Septic Tanks

No privy, cesspool or septic tank shall be placed or maintained on any Lot.

25. Antennas

Without prior written approval by the ACC, no television or radio antenna of any sort shall be placed, allowed or maintained outside a Living Unit or on the exterior of any permitted building or other improvement located on a Lot.

The ACC shall, however, authorize the installation of one (1) satellite or microwaving receiving dish on each Lot provided (without limitation) the size, style, color, placement, location, height, screening and street visibility requirements are adhered to, or in the absence of such regulation, the ACC approves same as being in architectural and aesthetic harmony with the Subdivision.

Such regulation shall at all times be compliant with all applicable federal, state and local laws, ordinances and regulations concerning an Owner's reasonable right of access to broadcast, programming, telecommunications and similar services offered via microwave or satellite transmission.

Unless mandatory under applicable law, under no circumstances shall a satellite dish be closer than ten (10') feet from a property line of any lot or in front of the fence line. Satellite dishes and/or antennas shall not be visible from the street in front of the residence.

26. Flagpoles

No stand-alone flagpoles are permitted to be installed on any Lot in the Subdivision.

Flagpoles must be of the type and design that can be fastened to the exterior of the Living Unit using appropriate bracketry and/or hardware device(s). Approval must be obtained from the ACC prior to installation.

United States or Texas flags can be flown using the ACC-approved flagpole only, and such other placement of flags will not be permitted (i.e., in flower beds). Temporary placement of yard flags of sporting teams is allowed for the day of the game and must be

removed at day's end. Spirit signs (players, cheerleaders) will be allowed at the beginning of the season for two (2) weeks only.

Flags of sporting teams may also be flown using the ACC-approved flagpole, on the day of a game, and must be removed at day's end. These types of flags may not remain on the flagpole permanently.

27. Holiday Decorations

Holiday decorations including holiday lighting will be permitted. These decorations can be installed six (6) weeks before the date of the holiday and must be removed within four (4) weeks after the date of the holiday. If holiday decorations are deemed to be excessive and intrusive to neighbors, the Association can request that they be limited and be aesthetically compatible to the neighborhood.

28. Fireworks

Fireworks within the confines of the subdivision (Silvercreek) are strictly prohibited by Brazoria County law.

29. Animals

Only dogs, cats or other common household pets ("Pets") may be kept on lots provided that they are not kept, bred or maintained for any commercial purpose. Livestock, poultry and all other animals, other than the Pets defined above, are specifically prohibited.

No more than four (4) adult Pets are permitted on each lot. Any Pet over four (4) months of age is considered an adult.

Pets must be physically confined to the property, in control of the Pet owner or kept in the house. When away from the property, the Pet, must be on a leash and be under the control of the Pet owner at all times. Pets may not be allowed to roam free in the neighborhood.

It is the Pet owner's responsibility to keep the property clean and free of pet debris and odors. When walking Pets off the lot, the Pet owner is responsible for cleaning up and removing any pet defecation in neighboring lots, public and private streets, and common areas in the neighborhood.

Pets must not be allowed to become a nuisance, annoyance or danger to the neighborhood. Excessive barking or loud barking between 10:00 p.m. and 6:00 a.m. may be considered a nuisance if not controlled by the Pet owner.

The Association does not believe these guidelines will place unreasonable restrictions on persons with disabilities. However, if a person with a disability feels an exception is

needed, the Association will consider any request and make a reasonable accommodation in the appropriate circumstances. To make a request, simply send a letter describing the situation and request to the Association's office at 9800 Centre Parkway, Suite 625, Houston, TX 77036. (713) 981-9000.

30. Nuisances and Annoyances

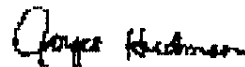
No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done which may be, or may become, an annoyance or a nuisance to the neighborhood. The Association is authorized by the Declaration and these Guidelines to conclusively determine what constitutes a nuisance or annoyance.

No activity, whether for profit or not, shall be conducted on any lot which is not related to single-family residential purposes other than approved home businesses.

No condition shall be allowed to exist or continue on a lot which would detract from the community or disturb the reasonable use and enjoyment of any other Owner's lot.

Except in an emergency, outside construction work and noisy inside construction work shall only be done between the hours of 8:00 a.m. and 7:00 p.m. in the subdivision

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Pages 38
12/21/2011 3:53PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$164.00



SC COMMUNITY ASSOCIATION, INC.

RECORDS RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

3

WHEREAS, SC COMMUNITY ASSOCIATION, INC. (the "Association"), is the governing entity for SC COMMUNITY ASSOCIATION, INC., an addition in Brazoria County, Texas, as more particularly described in Exhibit "A" attached hereto (the Subdivision); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005(m), which requires the Association to adopt and record a policy regarding retention of Association Books and Books and Records; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005(m), the Association hereby adopts the following Records Retention Policy:

The Association shall maintain its records as follows:

<u>RECORD</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/ Articles of Incorporation, Bylaws, Declarations and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

JPS

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

SC COMMUNITY ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of SC COMMUNITY ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 2 day of December, 2011."

By: [Signature], President

Print name: Loren J. Kool

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 2 day of Dec, 2011.

[Signature]
Notary Public, State of Texas



EXHIBIT "A"

The SC Community Association, Inc., an addition in Brazoria County, Texas, according to the map or plat thereof recorded in Plat Records Brazoria County, Texas:

Section One recorded in Clerk's Film Code Volume No. 22 Page 221 – 222

Section Two recorded in Clerk's Film Code Volume No. 22 Page 215 – 216

Section Three recorded in Clerk's Film Code Volume No. 22 Page 229 – 230

Section Four recorded in Clerk's Film Code Volume No. 23 Page 65 – 66

Section Five recorded in Clerk's Film Code Volume No. 22 Page 309 – 310

Section Six recorded in Clerk's Film Code Volume No. 22 Page 313 – 314

Section Seven recorded in Clerk's Film Code Volume No. 23 Page 319 – 320

Section Eight recorded in Clerk's Film Code Volume No. 23 Page 315 – 316

Section Nine recorded in Clerk's Film Code Volume No. 23 Page 323 – 326

Section Ten recorded in Clerk's Film Code Volume No. 24 Page 105 – 106

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Pages 3
12/30/2011 9:43AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$24.00

George Hudman

After Recording Return to:
Principal Management Group
✓ 11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

**SC COMMUNITY ASSOCIATION, INC.
BOOKS AND RECORDS PRODUCTION POLICY**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

5

WHEREAS, SC COMMUNITY ASSOCIATION, INC. (the "Association"), is the governing entity for SC COMMUNITY ASSOCIATION, INC., an addition in Brazoria County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy regarding guidelines for production of Association Books and Records to owners; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005, the Association hereby adopts the following Books and Records Production Policy:

I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate; and
- b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the Books and Records being requested.

II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.

-If the owner makes a request to *inspect* the Books and Records, then the Association will respond **within 10 business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.

JPS

-If the owner makes a request for *copies of specific Books and Records*, the Association shall, **within 10 business days** of the owner's request, send a response letter advising on the date that the requested copies will be made available (**must be available within 15 business days of the response letter**) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.

III. The Association hereby adopts the following schedule of costs:

<u>COPIES</u>	15 cents per page, for a regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc...) \$1.00 for each CD or audio cassette and \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records

STORAGE RETRIEVAL:

Actual costs of retrieval of records from archived record storage

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records;

**SC COMMUNITY ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

Date:

Dear Homeowner:

On (date), the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to

inspect on regular business days, between the hours of 9:00 a.m. and 5:00 p.m., at the office of Principal Management Group, Inc., 11000 Corporate Centre Drive #150, Houston, Texas 77041.

Please contact Principal Management Group at 713-329-7100 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Sincerely,

SC Community Association, Inc.

V. The Association hereby adopts the following form of response to Owners who request copies of specific records:

**SC COMMUNITY ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

Date:

Dear Homeowner:

On (date), the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$_____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of Principal Management Group Inc., 11000 Corporate Centre Drive #150, Houston, TX 77041.

Sincerely,

SC Community Association, Inc.

VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.

VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

SC COMMUNITY ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of SC COMMUNITY ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 2 day of December, 2011."

By: [Signature], President

Print name: Loan J. Hood

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 2 day of Dec, 2011.

[Signature]
Notary Public, State of Texas

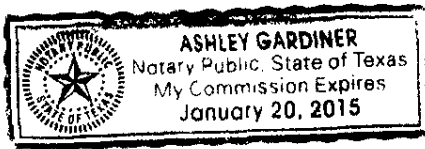


EXHIBIT "A"

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Section Ten recorded in Clerk's Film Code Volume No. 24 Page 105 – 106

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Pages 5
12/30/2011 9:43AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$32.00

After Recording Return to:

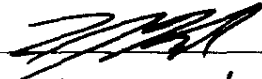
✓ Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

George Hedeman

**SC (Silvercreek) COMMUNITY ASSOCIATION
Tennis Court Rules**

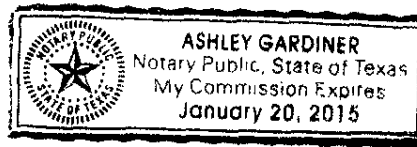
It was resolved in a Board meeting on November 30, 2011 that the following Rules and Regulations and Guidelines were adopted.

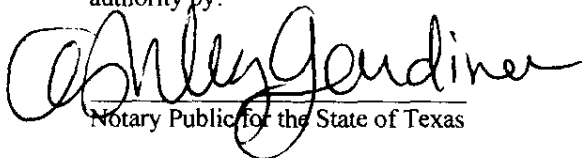
Tennis Court usage for Silvercreek Residents and Guests Only!
Warning Official key required for entry and exit trespassers will be prosecuted.


By: Loren J. Keel
President, SC Community Association.

TO CERTIFY WHICH, witness my hand and seal of office on this 2 day of Dec, 2011.

Subscribed AND SWORN to before me, the undersigned authority by:

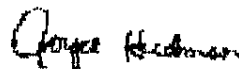



Notary Public for the State of Texas

When completed return to:

- ✓ Principal Management Group
- 11000 Corporate Centre Drive, Suite 150
- Houston, TX 77041

Doc# 2011053239
Pages 1
12/30/2011 9:43AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00



**SC (Silvercreek) COMMUNITY ASSOCIATION
Park Rules**

It was resolved in a Board meeting on November 30, 2011 that the following Rules and Regulations and Guidelines were adopted.

Park Area is restricted to Silvercreek Residents and their guests.

Park Hours are from Dawn to Dusk.

[Signature]
By: Loran J. Koel
President, SC Community Association.

TO CERTIFY WHICH, witness my hand and seal of office on this 2 day of Dec, 2011.

Subscribed AND SWORN to before me, the undersigned authority by:

[Signature]
Notary Public for the State of Texas



When completed return to:
Principal Management Group
✓ 11000 Corporate Centre Drive, Suite 150
Houston, TX 77041

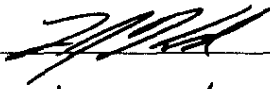
Doc# 2011053240
Pages 1
12/30/2011 9:43AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00

[Signature]

**SC (Silvercreek) COMMUNITY ASSOCIATION
Lake Rules**

It was resolved in a Board meeting on November 30, 2011 that the following Rules and Regulations and Guidelines were adopted.

No swimming, diving, or fishing permitted in this lake.



By: Loran J. Keel
President, SC Community Association.

TO CERTIFY WHICH, witness my hand and seal of office on this 2 day of
DEC, 2011.

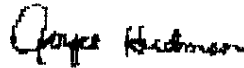
Subscribed AND SWORN to before me, the undersigned authority by:


Notary Public for the State of Texas



When completed return to:
✓ Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, TX 77041

Doc# 2011053241
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Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$16.00



**SC (Silvercreek) COMMUNITY ASSOCIATION
Pool Rules**

It was resolved in a Board meeting on November 30, 2011 that the following Rules and Regulations and Guidelines were adopted.

1. Obey the lifeguards. They have the authority to remove from the pool area anyone disobeying the rules or endangering the safety of himself or another person.
2. Only children eleven (11) years and older may enter the pool unaccompanied by an adult.
3. Parents are responsible for their children at all times.
4. No alcoholic beverages or tobacco. Thank you for not smoking.
5. No glass containers or breakables around the pool area.
6. No running, pushing dunking or roughhousing will be permitted.
7. Be considerate with your language, actions and radios.
8. Proper swim attire is required.
9. Swimmers not potty-trained must wear rubber pants with elasticized waist and legs over disposable or cloth diapers when in the water.
10. You must be eighteen (18) years or older to swim during adult swim (or under 18 months with parent).
11. Stay off the ropes and rocks.
12. Floats must be approved by the lifeguards.
13. No diving is permitted in the pool except off the diving board.
14. Only four (4) guests allowed per Silvercreek resident tag.

 By: Loran J. Koel
 President, SC Community Association.

TO CERTIFY WHICH, witness my hand and seal of office on this 2 day of Dec, 2011.

Subscribed AND SWORN to before me, the undersigned authority by:

Ashley Gardiner
 Notary Public for the State of Texas



When completed return to:
 ✓ Principal Management Group
 11000 Corporate Centre Drive, Suite 150
 Houston, TX 77041

Doc# 2011053242
 # Pages 1
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 Official Public Records of
 BRAZORIA COUNTY
 JOYCE HUDMAN
 COUNTY CLERK
 Fees \$16.00

Joyce Hudman

SC COMMUNITY ASSOCIATION, INC.
PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

3

WHEREAS, SC COMMUNITY ASSOCIATION, INC. (the "Association"), is the governing entity for SC COMMUNITY ASSOCIATION, INC., an addition in Brazoria County, Texas, as more particularly described in Exhibit "A" attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.0062, the Association hereby adopts the following Payment Plan guidelines:

- 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
- 2) All Payment Plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for a Payment Plan consisting of 25% down, with the balance paid off in 3 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

VP3

- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
 - a) failing to return a signed Payment Plan form with the down payment;
 - b) missing a payment due in a calendar month (including NSF checks); or
 - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No Payment Plan may last less than 3 months or more than 18 months.
- 11) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

SC COMMUNITY ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of SC COMMUNITY ASSOCIATION, INC. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 2 day of December, 2011."

By: [Signature], President

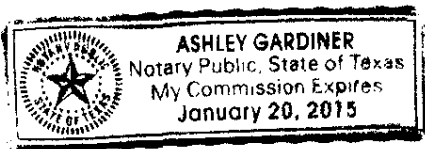
Print name: Loran J. Keel

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 2 day of Dec, 2011.



[Signature: Ashley Gardiner]
 Notary Public, State of Texas

EXHIBIT "A"

The SC Community Association, Inc., an addition in Brazoria County, Texas, according to the map or plat thereof recorded in Plat Records Brazoria County, Texas:

Section One recorded in Clerk's Film Code Volume No. 22 Page 221 – 222

Section Two recorded in Clerk's Film Code Volume No. 22 Page 215 – 216

Section Three recorded in Clerk's Film Code Volume No. 22 Page 229 – 230

Section Four recorded in Clerk's Film Code Volume No. 23 Page 65 – 66

Section Five recorded in Clerk's Film Code Volume No. 22 Page 309 – 310

Section Six recorded in Clerk's Film Code Volume No. 22 Page 313 – 314

Section Seven recorded in Clerk's Film Code Volume No. 23 Page 319 – 320

Section Eight recorded in Clerk's Film Code Volume No. 23 Page 315 – 316

Section Nine recorded in Clerk's Film Code Volume No. 23 Page 323 – 326

Section Ten recorded in Clerk's Film Code Volume No. 24 Page 105 – 106

Doc# 2011053243
Pages 3
12/30/2011 9:43AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$24.00

After Recording Return to:

✓ Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

George Hudman

SC COMMUNITY ASSOCIATION, INC.
REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

1

WHEREAS, SC COMMUNITY ASSOCIATION, INC. (the "Association"), is the governing entity for SC COMMUNITY ASSOCIATION, INC., an addition in Brazoria County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein; and

WHEREAS, in the event of a conflict between these Regulations and any previously adopted regulations regarding this subject matter, these Regulations shall control;

NOW THEREFORE, in accordance with the foregoing, the Association hereby adopts the following Regulations:

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the AC (Architectural Committee) prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the AC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.
- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.

JPT

- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panels shall not cause an unreasonable or disproportionate visual impact on neighboring lots. If the Solar Panels would “substantially interfere with the use and enjoyment of land causing unreasonable discomfort or annoyance to persons of ordinary sensibilities” it will not be allowed unless all adjoining owner’s give their written approval. The Architectural Committee (AC) will decide what is an unreasonable or disproportionate visual impact on neighboring lots and will inform the property owner of what changes must be made to correct any unreasonable or disproportionate visual impact.
- 8) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as “Alternative Shingles”), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the AC prior to installation, alteration or modification of Alternative Shingles.
- 2) Alternative Shingles shall resemble the shingles commonly used on property in the Association.
- 3) Alternative Shingles shall be more durable than and of equal or superior quality than the shingles commonly used on property in the Association.
- 4) Alternative Shingles shall match the aesthetics of the property surrounding the owner’s property.

FLAGS: To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces (“Permitted Flags”), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

AC Approval Above ground flagpole stands and/or footings and illumination must be approved by the AC (Architectural Committee). Additionally in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the AC for prior approval. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

Flag of the United States The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5 – 10, which address among other things, the time and occasions for display, the position and manner of display and respect for the flag.

Flag of the State of Texas The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

Flagpoles

- a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a residential dwelling, which may not exceed three inches (3”) in diameter, without the approval of the AC.
- b. A freestanding flagpole shall not exceed twenty feet (20’) in height, measured from the ground to the highest point of the flagpole.
- c. A flagpole attached to the residential dwelling or garage shall not exceed six feet (6’) in length.
- d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the home on which it is located.
- e. A flagpole shall not be located in an easement or encroach into an easement.
- f. A freestanding flagpole shall not be located nearer to a property line of the residential dwelling than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided a freestanding flagpole may be located up to 5 feet in front of the front building setback line for a residential dwelling, if any above-ground stands and/or footings are approved in accordance with AC Approval.
- g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.

- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the AC may require the installation of landscaping to screen the stand and/or footing from view.

Flags

- a. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time
- b. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen feet (15') in height or on a flagpole attached to the residential dwelling or garage shall be three feet (3') by five feet (5').
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen feet (15') in height or greater is four feet (4') by six feet (6').
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

Illumination

Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the AC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent residential dwelling or a street adjacent to the residential dwelling and does not otherwise unreasonably affect an adjacent residential dwelling.

Noise

An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.

- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems (“Barrels/System”) shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the AC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner’s home.
- 3) The Barrels/System cannot be located between the front of the owner’s home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner’s property to install the Barrels/System, no Barrels System shall be located on or extend onto any property other than the owner’s lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the AC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and

- d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, AC approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

SC COMMUNITY ASSOCIATION, INC.

CERTIFICATION

“I, the undersigned, being the President of SC COMMUNITY ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 2 day of December, 2011.”

By: [Signature], President

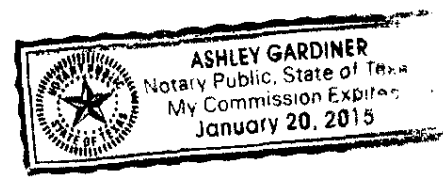
Print name: Laura J. Kool

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 2 day of Dec, 2011.



Ashley Gardiner
 Notary Public, State of Texas

EXHIBIT "A"

The SC Community Association, Inc., an addition in Brazoria County, Texas, according to the map or plat thereof recorded in Plat Records Brazoria County, Texas:

Section One recorded in Clerk's Film Code Volume No. 22 Page 221 – 222

Section Two recorded in Clerk's Film Code Volume No. 22 Page 215 – 216

Section Three recorded in Clerk's Film Code Volume No. 22 Page 229 – 230

Section Four recorded in Clerk's Film Code Volume No. 23 Page 65 – 66

Section Five recorded in Clerk's Film Code Volume No. 22 Page 309 – 310

Section Six recorded in Clerk's Film Code Volume No. 22 Page 313 – 314

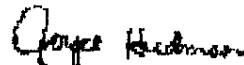
Section Seven recorded in Clerk's Film Code Volume No. 23 Page 319 – 320

Section Eight recorded in Clerk's Film Code Volume No. 23 Page 315 – 316

Section Nine recorded in Clerk's Film Code Volume No. 23 Page 323 – 326

Section Ten recorded in Clerk's Film Code Volume No. 24 Page 105 – 106

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Pages 7
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Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$40.00



After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

2013 POLICY FOR COLLECTION OF ANNUAL ASSESSMENTS

Silvercreek CA - TE

(enter association name)

THIS POLICY IS EFFECTIVE JANUARY 1, 2013 AND REPLACES ANY & ALL PRIOR COLLECTION POLICIES.

The Board of Directors of each a Association has an obligation to collect all Association assessments to pay for the maintenance and replacement of common area property and other association expenses. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest when assessments are not paid on time. The following collection policy for 2013 has been adopted by the Board of Directors. Please note that Principal Management Group has a monthly \$20.00 handling charge per delinquent account. This fee will remain in effect until account balance is under defined delinquent amount.

As a courtesy, the Association sends annual billing statements to owners. Owners are responsible for timely payment of all charges when due. Payment of the regular assessment due date is on January 1st. Annual assessments must be paid in full on or before January 31st.

Collection of Delinquent Assessments shall occur as follows:

Step 1: 209 Demand Letter - First Notice (occurs in February) THIS STEP IS MANDATORY

First notice is 209 Demand Letter notifying homeowner of delinquency (past due 30 days) and the future steps which will occur if homeowner does not make payment. This letter allows the owner thirty (30) days to pay in full, request a payment plan per the adopted Resolution by the Association, or dispute their balance. The letter also informs the owner of future actions if payment is not received.

Suspension of Privileges: To the extent authorized in the Association's Bylaws and Declaration of Covenants, Conditions, Restrictions, and Easements, the Homeowner's privileges as outlined will be suspended until all accounts are paid in full and brought current.

[X] Send initial demand letter to those accounts whose balance is more than \$ 662.00

Step 2: Second Notice - Notification of Credit Bureau (occurs in March)

Upon expiration of the first notice, a second notice which is the credit bureau notification letter will be sent (at 60 days) to the delinquent homeowners reflecting the past due assessments, penalties, late fees and collection costs. All such accounts will be reported to the credit bureau as well as inform of the future collection steps.

Please note the amount you select must be equivalent or greater than the amount selected in the last step.

[] Perform credit bureau reporting for those accounts whose balance is more than \$ 750.00

Cost of credit bureau filing is \$ 60.00 per account.

[X] We authorize PMG to move forward on this step without Board review.

[] We require that PMG provide delinquent list to Board for review and approval prior to moving forward with this step. Board approval is required within 7 calendar days from original date of notification from Community Manager. If response is not received by the 8th calendar day then PMG Collection Department will move forward based on the dollar amount provided in relation to this step.

Step 3: Title Search
(occurs in April)

All accounts past due 75 days will be charged for title search if no communication has taken place between the Homeowner and the Managing Agent. No letter of notice shall be required to perform the title search at the 75 day mark.

Please note the amount you select must be equivalent or greater than the percentage selected in the last step.

Perform title searches for those accounts whose balance is more than \$ 850.00

Cost of title search filing is \$ 55.00 per account.

We authorize PMG to move forward on this step without Board review.

We require that PMG provide a recommended list to Board for review and approval prior to moving forward with this step. Board approval is required within 7 calendar days from original date of notification from Community Manager. If response is not received by the 8th calendar day then PMG Collection Department will move forward based on the dollar amount provided in relation to this step.

Step 4: Third Notice (Lien filing / Attorney Turnover)
(occurs in May)

In order to order a lien, per legislation, a title search must be performed to ensure accurate ownership of property. Upon expiration of the second notice, a lien notification letter will be sent (at 90 days) to the delinquent homeowners reflecting the past due assessments, penalties, late fees and collection costs. All such accounts will have an assessment lien filed against the respective property. The lien will be recorded in the Real Property records of the respective county courthouse.

In addition to filing an assessment lien, the delinquent account will be forwarded to the association attorney for further collection proceedings. The delinquent homeowner will receive a lien notification letter which also states that the delinquent account has been turned over to the association's attorney to continue collection process.

LIEN PROCESS

YES NO Does the association want liens to be filed (Circle Yes or No)

Cost of lien filing is \$ 140.00 per account.

We authorize PMG to move forward with lien filing without Board review.

We require that PMG provide a recommended list to Board for review and approval prior to moving forward with this step. Board approval is required within 7 calendar days from original date of notification from Community Manager. If response is not received by the 8th calendar day then PMG Collection Department will move forward based on the dollar amount provided in relation to this step.

ATTORNEY PROCESS:

YES NO Does the association want accounts to be turned over to the attorney (Circle Yes or No)

We authorize PMG to move forward with attorney turnover without Board review. A fee of \$25.00 will be charged to the owner's account for preparing & forwarding the necessary documents to the Association.

We require that PMG provide a recommended list to Board for review and approval prior to moving forward with this step. Board approval is required within 7 calendar days from original date of notification from Community Manager. If response is not received by the 8th calendar day then PMG Collection Department will move forward based on the dollar amount provided in relation to this step.

Please note the amount you select will apply to both lien filings and attorney turnover which must be equivalent or greater than the amount selected in the last step.

Perform **lien filings and/or attorney turnover** on those accounts whose balance is more than \$ 1000.00

Low Balance Statements:

Each collection run Principal Management Group will send a statement to those homeowners who have not paid their assessments in full but are below the minimum balances set by the Board of Directors to pursue collections in the four steps above. The cost of low balance statements, postage, processing & envelopes will be charged per the Management Contract.

<input checked="" type="radio"/> YES	<input type="radio"/> NO	Association approves the mailing of Statements by PMG (Circle Yes or No)
<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> Bi-Annual

Low Balance Accounts:

Principal Management Group will write off small balances on those homeowners whose accounts are not paid in full. This amount is set by the Board of Directors.

Please fill in the maximum amount to be written off below.

The Board of Directors authorizes PMG to write off account balances of \$/0.00 and below without additional approval.

Payment Plans:

Principal Management Group will set up payment plans per the adopted Resolution by the Association when requested by an owner. If the homeowner requests more than approved number of months as indicated in the adopted Resolution by the Association, then the accounting department will notify the managers who will consult with the Board of Directors prior to making an agreement. Each property that is placed on a payment plan will be charged a service charge of \$ 20.00 per month for each month they are on the plan which will be reimbursed from the Association to Principal Management Group when the homeowner makes payment. In addition, the homeowner will be charged applicable late interest due to the association. *Per Section 209.0062 of the Texas Property Code, effective January 1, 2012, the Association is not required to offer a payment plan if an owner has defaulted on a payment plan in the last two (2) years.*

EXECUTED the 24 day of October, 2013.

Association Name

By: *SA Bonczek*
Authorized Board Member

STEPHEN BONCZEK
Printed Name

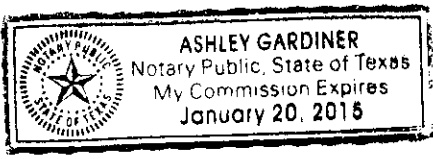
THE STATE OF TEXAS:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on the 24 day of Oct., 2013

by Stephen Bonczek

Ashley Gardiner
Notary Public - State of Texas



Information to be filled out by Community Association Manager:

Name of Association of Attorney: Holt & Young Phone: 713-510-1000

Jane Bader 10-29-2012
Signature of Manager Date

Information to be filled out by Accounting Department

Date policy received in Accounting: _____

Is Association tax-exempt? Yes or No

CB: _____ TTS: _____ LN: _____

FILED and RECORDED

Instrument Number: 2012054230

Filing and Recording Date: 11/29/2012 10:43:15 AM Pages: 5 Recording Fee: \$28.00

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



Joyce Hudman

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-megan



CERTIFICATION

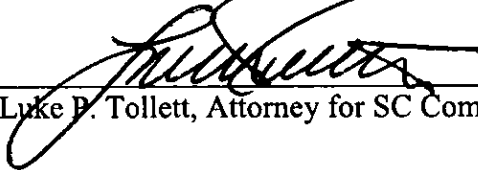
STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent for SC Community Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: "Assessment Collection Policy", is attached hereto;
- (3) The property affected by the said Instrument is described as, to wit:

Silvercreek, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, additions in Brazoria County, Texas, according to the maps or plats thereof, recorded in the Map Records of Brazoria County, Texas, under Document Nos. 2001-053945, 2001-053943, 2001-053970, 2002-038707, 2002-009143, 2002-009146, 2003-029179, 2003-029135, 2003-029667 and 2004-001184, respectively, along with any amendments, replats, annexations and supplements thereof.
- (4) The attached Instrument is a true and correct copy of the original.

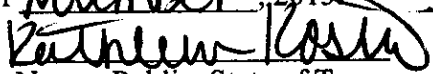
IN WITNESS WHEREOF, I have subscribed my name on this 8 day of November, 2013.

By: 

Luke P. Tollett, Attorney for SC Community Association, Inc.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Attorney for the SC Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 8th day of November, 2013

Kathleen Nicole Kosturi
Notary Public, State of Texas

After recording return to:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024



**CERTIFICATE OF CORPORATE RESOLUTION ADOPTED
BY WRITTEN CONSENT OF THE
BOARD OF DIRECTORS FOR THE
SC "SILVERCREEK" COMMUNITY ASSOCIATION, INC.**

Consent to Act

The undersigned, as members of the Board of Directors of the SC "Silvercreek" Community Association, Inc. a Texas Non-Profit Corporation, being present Directors of the corporation, individually and collectively consent hereby to take the following actions, to adopt the following resolution, and to transact the following business of the corporation.

Fiscal Year 2014 Budget, Annual Assessment

RESOLVED, THAT THE ATTACHED 201 BUDGET BE APPROVED AS PRESENTED, THE ANNUAL ASSESSMENT IS APPROVED AT \$662.00 FOR 2014.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation.

This consent is executed pursuant to Article 1396-9.10(A) of the Texas Non-Profit Corporation Act and the Bylaws of this corporation which authorize the taking of action by the Board of Directors by unanimous written consent is not restricted by the Articles of Incorporation of the corporation.

RESOLVED FURTHER, that the foregoing is effective as of October 23, 2013
Date

[Signature] [Signature]
E. President-Loren Kool Tom BRANCH Director - Brandon Paradales

[Signature]
Secretary/Treasurer Stephen Bonczek

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 23 day of Oct, 2013.
[Signature]
Notary Public, State of Texas

After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041



SC Community Association, Inc.
(Silvercreek)

ASSESSMENT COLLECTION POLICY

SC Community Association, Inc. is a community (the "Community") created by and subject that certain Declaration of Covenants, conditions and Restriction for Silvercreek recorded under County Clerk File No. or Document No.01-57373, Official Public Records of Brazoria County, Texas, as amended (the "Covenant"). The operation of the Community is vested in SC Community Association, (the "Association"), acting through its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. **Due Date.** An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. **Delinquent.** Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full -- including collection costs, interest and late fees.
- 1-C. **Late Fees & Interest.** If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. of the due date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. **Liability for Collection Costs.** The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. **Insufficient Funds.** The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. **Waiver.** Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- | | |
|--|---------------------------|
| (1) Delinquent assessments | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of check, cashier's check, or money order.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-E. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-F. Collection by Attorney. If the Owner's account remains delinquent, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.
- 5-G. Notice of Lien. The Management Company may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the

full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

- 5-I. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

CERTIFICATION

"I, STEPHEN BONCZEK, being the ^{SECRETARY-TREASURER} President of SILVERTREEK
Homeowner's Association, hereby certify that the foregoing Policy was adopted by at
least a majority of the Association Board of Directors on the 23rd day of
OCTOBER, 2013."

By: [Signature], President SECRETARY-TREASURER
Print name: STEPHEN BONCZEK

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Brazoria §

BEFORE ME, the undersigned authority, on this day, personally appeared the person
Stephen Bonczek whose name is subscribed to the foregoing instrument and acknowledged to me
that they executed the same as the act of the Association for the purpose and consideration therein
expressed and in the capacity therein stated.

Given under my hand and seal of office this 23 day of Oct., 2013.

[Signature]

Notary Public, State of Texas



After Recording Return to:

Principal Management Group

11000 Corporate Centre Drive, Suite 150

Houston, TX 77041

FILED and RECORDED

Instrument Number: 2013055782

Filing and Recording Date: 11/15/2013 04:05:53 PM Pages: 8 Recording Fee: \$40.00

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



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-debbiet

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE
FOR
SC COMMUNITY ASSOCIATION, INC.

Pursuant to Texas Property Code 209.004(a)(3), the Recording Data for the Subdivision, as recorded in the Real Property Records of Brazoria County, Texas, along with any amendments, supplements or replats thereto, is as follows:

Silvercreek, Section 1, under Volume 22, Page 219;

Silvercreek, Section 2, under Volume 22, Page 215;

Silvercreek, Section 3, under Volume 22, Page 227;

Silvercreek, Section 4, under Volume 23, Page 65;

Silvercreek, Section 5, under Volume 22, Page 309;

Silvercreek, Section 6, under Volume 22, Page 313;

Silvercreek, Section 7, under Volume 23, Page 319;

Silvercreek, Section 8, under Volume 23, Page 315;

Silvercreek, Section 9, under Volume 23, Page 323;

Silvercreek, Section 10, under Volume 24, page 105;

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

This Property Owners' Association Management Certificate is being recorded by Silvercreek Community Association, Inc. (the "Association") in compliance with the terms of Chapter 209 of the Texas Property Code, and supersedes any prior management certificate filed by the Association. The Association submits the following additional information:

<u>Declaration and Name of Subdivision</u>	<u>Recording Data for Declaration</u>	<u>Recording Data for Subdivision</u>
Additional Dedicatory Instrument for SC Community Association, Inc.	2011052284	As stated in said Document
Secretary's Certificate of Adoption of Resolution by Board of Directors	2011052284	As stated in said Certificate
Articles of Incorporation of SC Community Association, Inc.	800037857	As stated in said Document
SC Community Association, Inc. Architectural Control Guidelines	2011052284	As stated in said Document
Books and Records Production Policy	2011053238	As stated in said Policy
By-Laws SC Community Association, Inc.	2006059387	As stated in said Document
Amended and Restated By- Laws SC Community Association, Inc.	2006059387	As stated in said Document
Declaration of Covenants, Conditions and Restrictions for Silvercreek	01057373	As stated in said Declaration
Amendment to Declaration of Covenants, Conditions and Restrictions for Silvercreek	02003866	As stated in said Amendment
Declaration of Supplement Restrictions for Silvercreek, Section One	02005119	As stated in said Declaration

Declaration of Supplement Restrictions for Silvercreek, Section Two	02005120	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Three	02005121	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Four	02053776	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Five	02053777	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Six	02053778	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Seven	03067105	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Eight	03039484	As stated in said Declaration
Declaration of Supplement Restrictions for Silvercreek, Section Eight	03067106	As stated in said Declaration
Regulation of Solar Panels, Roof Shingles, Flags, Flag Poles, Religious Items and Rain Barrels	2011053244	As stated in said Document
SC (Silvercreek) Community Association Lake Rules	2011053241	As stated in said Document
SC (Silvercreek) Community Association Park Rules	2011053240	As stated in said Document
SC (Silvercreek) Community Association Pool Rules	2011053242	As stated in said Document
Records Retention Policy	2011053237	As stated in said Policy
Payment Plan Policy	2011053243	As stated in said Policy

First Amendment to By-Laws
of SC Community
Association, Inc.

2006059387

As stated in said Amendment

SC (Silvercreek) Community
Association Tennis Court
Rules

2011053239

As stated in said Document

Name and Mailing Address for Association

Silvercreek Community Association, Inc.
c/o Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

Name and Mailing Address of Person Managing the
Association or its Designated Representative


Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

Telephone Number to contact the Association

(713) 329-7100

Executed on this the 18 day of December, 2013.


Silvercreek Community Association, Inc.,
acting by and through its managing agent,
Principal Management Group of Houston



Leslie Baldwin, Manager

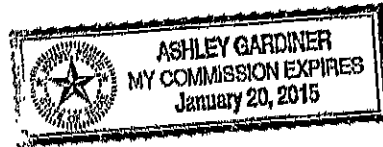
STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 18 day of December, 2013, by Leslie Baldwin, the Manager with Principal Management Group of Houston, the managing agent for Silvercreek Community Association, Inc., a Texas nonprofit corporation, on behalf of such corporation.



Notary Public, State of Texas

When recorded return to:
Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041



FILED and RECORDED

Instrument Number: 2013061621

Filing and Recording Date: 12/31/2013 08:19:50 AM Pages: 6 Recording Fee: \$32.00

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



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

Joyce Hudman, County Clerk
Brazoria County, Texas

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cclerk-megan