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DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OF

THE CHANCEL

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE CHANCEL HARRIS COUNTY SUBDIVISION

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WB Chancel Development Partners, L. P., a Texas limited partnership, (the "Declarant") is the sole record owner of all of that certain property known as The Chancel, a Harris County subdivision according to the map or plat thereof recorded under County Clerk's File No. 20090387751 and Film Code No. 631172 of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, the Declarant desires to establish a uniform plan for the development, improvement and sale of the Lots and Reserves in the Subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots and commercial reserves in the Subdivision in order to protect and enhance the quality, value, desirability, and attractiveness of all Lots and Reserves in the Subdivision. An integral part of such uniform plan is the formation of the Association named hereunder, to facilitate and ensure the implementation of such uniform plan.

NOW, THEREFORE, THE DECLARANT HEREBY DECLARES AS FOLLOWS

ARTICLE I
DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

SECTION 1.1. ANNUAL ASSESSMENT -The assessments levied pursuant to Article VII hereof for managing, maintaining, operation, repairing, and insuring the Common Area, and other purposes set out in this Declaration.

SECTION 1.2. ARCHITECTURAL CONTROL COMMITTEE -The Architectural Control Committee established and empowered in accordance with Article IV of this Declaration.

SECTION 1.3. ASSESSMENT -An Annual Assessment, a Special Assessment, or a Reimbursement Assessment.

SECTION 1.4. ASSOCIATION – The Chancel Community Association, Inc., a Texas nonprofit corporation, and its successors and/or assigns.

SECTION 1.5. BOARD OR BOARD OF DIRECTORS -The Board of Directors of the Association, as appointed or elected in accordance with the Certificate of Formation and the Bylaws.

SECTION 1.6. BUILDER -Each Owner who is in the construction business or Person who regularly engages in the construction business who is constructing Improvements for an Owner.

SECTION 1.7. BYLAWS -The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.8. CAPITALIZATION FEE – The fee levied in accordance with Section 7.9 hereof for the purposes of assisting in the capitalization of the Association.

SECTION 1.9 CONVEYANCE FEE – The fee levied in accordance with Section 7.8 hereof for the purposes therein stated.

SECTION 1.10 CERTIFICATE OF FORMATION – The Certificate of Formation of the Association filed with the Secretary of State that created the Association.

SECTION 1.11 INTENTIONALLY DELETED.

SECTION 1.12. COMMON AREAS -All of the Subdivision (other than the Lots), including the Reserves as shown on the Plat, together with any other common areas described on the Plat and/or designated as Common Areas by the Declarant. The Common Areas may be owned by (a) the Association for the benefit of and for the common use and enjoyment of the Owners of Lots and Reserves in the Subdivision; or (b) Declarant, for the common use and enjoyment by those Owners of Lots and Reserves in the Subdivision entitled to use such Common Areas, until such time as Declarant conveys fee simple title to such Common Areas to the Association; or (c) Harris County; or (d) Harris County Municipal Utility District No. 24.

SECTION 1.13. DECLARANT -Shall mean and refer to WB Chancel Development Partners, L. P. and its successors and assigns so designated in writing by WB Chancel Development Partners, L.P. No person or entity merely purchasing (in the ordinary course of such purchaser's business) one or more Lots or Reserves from WB Chancel Development Partners, L. P. shall be considered a "Declarant".

SECTION 1.14. DECLARATION -The covenants, conditions, restrictions, easements, reservation and stipulations that shall be applicable to and govern the Improvement, use, occupancy, and conveyance of all the Lots and Reserves, in the Subdivision as set out in this instrument or any amendment thereto.

SECTION 1.15. DWELLING UNIT -A residential building designed for, and limited and restricted to occupancy by a single family on a Lot, not including an accessory building or garage.

SECTION 1.16. ELECTION DATE -The earliest of the dates when (a) Declarant shall have sold all of its interests in all of the Lots in the Subdivision and such Lots have been occupied by Class A members; (b) twenty (20) years have lapsed from the date of recordation of this Declaration; or (c) Declarant by written notice to the Board of its election to cause the Election Date to occur.

SECTION 1.17. IMPROVEMENT TO PROPERTY -Includes, without limitation: (a) the construction, installation or erection of any building, structure, or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) the grading, excavation, filing, or similar disturbance to the surface of any Lot, including without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Minimum Construction Standard or the Rules and Regulations.

SECTION 1.18. IMPROVEMENTS -All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuilding, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot or Reserve.

SECTION 1.19. LAKES –Each lake shown on the Plat or designated by Declarant or the Association, whether one or more, whether or not the Lake is privately owned and/or part of the Common Area. It is expressly understood by all Owners that entities other than the Association (eg. a municipal utility district) may own and/or control the Lakes. Any area containing a Lake may be referred to herein as a "Lake Area".

SECTION 1.20. LAKE LOT - Each Lot which is adjacent to a portion of a Lake, each Lot where there exists a portion of a

Lake, each Lot which is contiguous, in whole or in part, to a Lake or Reserve on which a Lake is situated on as otherwise indicated in this Declaration. For the purposes of this Declaration, the Lake Lots are defined as Lots 1, 4, 5, 6, 7, 8, 9 of Block Three (3); Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23 of Block Four (4); and Lots 1, 2, 3, 4, 5 ,6, 7 ,8, 9, 17, 18, 19, 20, 21, 22, 23, 24, 35, 36, 37, 40 of Block Six (6).

SECTION 1.21. LOT -Each of the lots shown on the map or plat of the Subdivision.

SECTION 1.22. MAINTENANCE FUND -Any accumulation of the annual maintenance charge collected by the Association (ie the Annual Assessments) in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of the Declaration.

SECTION 1.23. MEMBER OR MEMBERS -All Owners of Lots or Reserves who are members of the Association as provided in Article III of this Declaration.

SECTION 1.24 MINIMUM CONSTRUCTION STANDARDS -Minimum Construction Standards as amended from time or otherwise approved by the Architectural Control Committee, shall mean and refer to those guidelines and standards the Architectural Control Committee is empowered to adopt governing the Improvement to Property. Such Minimum Construction Standards shall be named the Architectural Guidelines for Chancel.

SECTION 1.25. MORTGAGE -A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot or Reserve to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot or Reserve and some or all Improvements thereon.

SECTION 1.26. MORTGAGEE -A mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of any such mortgagee or beneficiary.

SECTION 1.27. NOTICE AND HEARING -A written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration or in the Bylaws.

SECTION 1.28. OWNER -Any Person, firm, corporation or other entity, including Declarant and any Builder, or any combination thereof that is the record owner of fee simple title to a Lot or Reserve, including contract sellers, by excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.29. PERSON -A natural person, a corporation, a partnership,.or any other legal entity.

SECTION 1.30. PLAT -The official plat of The Chancel, filed of record under Harris County Clerk's File No. 20090387751 and Film Code No. 631172 in the Map Records of Harris County, Texas, and any additional plats filed added real property to the Subdivision.

SECTION 1.31. PLANS -The final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

SECTION 1.32. PROPERTY -All of that certain property known as The Chancel a subdivision according to the map or plat thereof recorded under County Clerk's File No. 20090387751 and Film Code No. 631172 of the Map Records of Harris County, Texas, and any other real property later annexed to be a part hereof.

SECTION 1.33. REIMBURSEMENT ASSESSMENT -A charge against a particular Owner and its Lot or Reserve for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations pursuant to Section 7.10 hereof.

SECTION 1.34. RESERVE(S) -Restricted Reserves depicted on the Plat, which are restricted to lake purposes, landscaping

and/or open space. Reserves that are Common Areas will not vote nor be assessed.

SECTION 1.35. RULES AND REGULATIONS -Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

SECTION 1.36. SPECIAL ASSESSMENT -A charge against each Owner and his Lot or Reserve representing a portion of the cost to the Association for the purpose of funding major capital repairs, and the operation, maintenance, and/or replacement of Improvements and/or Common Areas, imposed pursuant to Section 7.4 hereof.

SECTION 1.37. SUBDIVISION -All the certain real property located within Harris County, Texas as reflected on the Plat, and any real property later platted to be a part thereof and annexed to be a part hereof, to be known as part of The Chancel, and more particularly described above as Property .

ARTICLE II
ESTABLISHMENT OF GENERAL PLAN

SECTION 2.1. GENERAL PLAN AND DECLARATION -This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots and Reserves within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. Declarant, for itself, its successors, and assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this .Declaration, for the duration thereof. The Lots, Reserves and Common Areas in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.2. EQUITABLE SERVITUDES -The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, each Reserve, and the Common Areas within the Subdivision, as a servient estate, for the benefit of each and every other Lot, Reserve, and parcel of Common Area within the Subdivision, as the dominant estate.

SECTION 2.3. COVENANTS APPURTENANT -The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, each Lot, each Reserve and the Common Area therein, and shall be binding upon and inure to-the benefit of: (a) the Subdivision; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

ARTICLE III
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 3.1. MANAGEMENT BY ASSOCIATION -The Association, acting through the Board of Directors, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision, and the Common Area, and specifically the Lake Area, in accordance with this Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners, homeowners' associations, or governmental entities on matters of maintenance, trash pick up, repair, administration, security, traffic, street repair, operation of recreational facilities, access to and use of Common Areas and/or community facilities whether owned by the Association or others, or other matters of mutual interest. In the event of any conflict between the Certificate of Formation and the Bylaws,

the Certificate of Formation shall control; and in the event of; conflict between the Certificate of Formation or the Bylaws and the provisions of this Declaration, the provisions of this Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of this Declaration, Certificate of Formation, or the Bylaws. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of this Declaration, Certificate of Formation, Bylaws, Rules and Regulations and Minimum Construction Standards.

SECTION 3.2. BOARD OF DIRECTORS -The number, term, and qualifications of the members of the Board of Directors shall be governed by the Certificate of Formation and the Bylaws. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by 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 reason 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 and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION 3.3. MEMBERSHIP IN ASSOCIATION -Each Owner, whether one Person or more of a Lot or a Reserve shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot or Reserve ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot or Reserve and may not be separated from such ownership. Provided however, prior to changing the name of the Owner of any Lot or Reserve on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot or Reserve changes or the Mortgage on the Lot or Reserve is refinanced.

SECTION 3.4. VOTING OF MEMBERS -The Association shall have two classes of membership

Class A. Class A Members shall be all those Owners as defined in Section 3.3, with the exception of Declarant and the Builders. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Lot in which it or a Builder holds the interest required for membership by Section 3.3; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of the Election Date.

At such time as additional property is annexed into the Association, if any, the Class B Membership of the Declarant, shall, if it had previously ceased due to one of the conditions of the Election Date, be 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 conditions set forth in the Election Date, whichever occurs first. However, upon reinstatement due to annexation of additional property into the Subdivision, the period of time set forth in the conditions of the Election Date 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 3.5. POWER TO ADOPT RULES AND REGULATIONS -The Association, through its Board of Directors, may adopt, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or

desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the maintenance and operation and the use and enjoyment of the Common Areas, and the use of any other property within the Subdivision, including Lots and Reserves. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption of the Board of Directors. Notice of the Adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Member a copy of such Rule or Regulation and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provision of this Declaration, the provisions of this Declaration shall prevail.

SECTION 3.6. POWER TO ENFORCE DECLARATION AND RULES AND REGULATION -The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such actions the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot or Reserve within the Subdivision after Notice and Hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereof by the Owner or any other Person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations, as more particularly referred to and allowed pursuant to Section 13.6 hereof; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after Notice and Hearing, of any Member or Member's family, guests, or tenants from use of any recreation facilities in the Common Area during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulation by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension, after Notice and Hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants, or this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting, after Notice and Hearing, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family guests, or tenants; and (g) by levying and collecting, after Notice and Hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations; by such Member or Member's family, guests, or tenants.

SECTION 3.7. BOARD ACTIONS IN GOOD FAITH -Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

SECTION 3.8. POWER TO GRANT EASEMENTS -Declarant, while Declarant owns the Common Areas, and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Areas; provided, however, that neither Declarant nor Association shall grant easements of any nature in, on, over, or under the Lake Area that interfere in any manner with the drainage function(s), without first obtaining the written consent and/or approval of the appropriate governmental entities, including, but not limited to, Harris County MUD #24, City of Houston, and Harris County, Texas. Additionally, the Association shall have the power to grant access, utility, drainage, water facility, cable television, and other such easements in, on, over, and under Lots and/or Reserves provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots or Reserves.

SECTION 3.9. MAINTENANCE BY ASSOCIATION. -The Association shall maintain and keep in good repair, the Common

Areas. The Association shall maintain and keep in good repair all improvements located on the Common Areas, including but not limited to any paved or concrete walkways, driveways, parking areas and patios, if any. The Association shall also maintain sidewalks that run along the front and sides of Lots that are parallel to the streets. Any paved or concrete driveways, walkways other than the sidewalks described above on Lots, parking areas and patios located within the boundaries of a Lot and any street trees placed in the street right of way shall be the responsibility of the Owner of such Lot. The Association shall also maintain the Exterior Wall/Fence placed in the easement reserved in and described in Article III, Section 8.7 hereof.

There are hereby reserved to the Association easements over the Property as necessary to enable the Association to fulfill the Association's maintenance responsibilities described in this Declaration. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas and perimeter fencing shall be a common expense to be allocated among the Lots as part of the Annual Assessments.

SECTION 3.10. MAINTENANCE BY OWNER.

(i) Generally. Each Owner shall maintain his or her Lot or Reserve and all structures, yards, landscaping, parking areas and other improvements on the Lot or Reserve in a neat, orderly condition, including any fencing located on a Lot or Reserve (except any Exterior Wall/Fence located on a Lot or Reserve), including, but not limited to, side and back fences, and fences adjacent to a road or backing up to a lake or a detention facility. Owners of Lots or Reserves which are adjacent to any portion of the Common Area on which walls, or fences, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of the Common Area lying within such a fence or wall. Owners of Lots or Reserves adjacent to any roadway within the Property shall maintain driveways serving their respective Lots or Reserves, whether or not lying within the Lot or Reserve boundaries, and shall maintain landscaping on that portion of the Common Area, if any, on right-of-way between the Lot or Reserve boundary and the back-of-curb of the adjacent or contiguous street.

(ii) Standard of Maintenance by Owner. All maintenance required by this Section 3.10 shall be performed in a manner consistent with the community-wide standard, as decided by the Board, and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or pursuant to any Supplemental Declaration affecting such Lot or Reserve.

(iii) Enforcement of Owner's Responsibilities. In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot or Reserve and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot or Reserve and/or the exterior of the Dwelling Unit, not limited to include gutters, siding, broken windows, fencing, mowing, etc., and any other existing Improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot or Reserve for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot or Reserve to pay such statement immediately upon receipt. Any and all related costs, including but not limited to legal fees, plus interest thereon at the lesser of 18% per annum or the maximum rate permitted under the laws of the State of Texas, shall become a part of a Reimbursement Assessment payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, and its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

SECTION 3.11. PARTY FENCES.

(i) General Rules of Law to Apply. Each fence built which shall serve and separate any two (2) adjoining Lots shall constitute a party fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(ii) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who the fence serves in equal proportions.

(iii) Damage and Destruction. If a party fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and therefore not repaired out of the proceeds of insurance, any Owner who the fence serves may restore it, and all other Owners who the fence serves shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

(iv) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

(v) Arbitration. In the event of any dispute arising concerning a party fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof located in Harris County, Texas.

ARTICLE IV
ARCHITECTURAL APPROVAL

SECTION 4.1. ARCHITECTURAL CONTROL COMMITTEE -As used in this Declaration, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date the last Lot or Reserve owned by Declarant is sold (except in connection with a conveyance to another party that is a successor as Declarant), or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial members of the Architectural Control Committee are David R. Glunt, Shannon Roach and Gill Dolan. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Control Committee shall have the right to designate a Committee Representative by recordation of a notice of appointment in the official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Control Committee itself until such time as the Architectural Control Committee shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED -The approval of a majority of the members of the Architectural Control Committee or the approval of the "Committee Representative" (as hereinabove defined) shall be required for any Improvement to Property before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

SECTION 4.3. ADDRESS OF COMMITTEE -The address of the Architectural Control Committee shall be at the principal office of the Association.

SECTION 4.4. SUBMISSION OF PLANS -Before commencement of work to accomplish any proposed Improvement to Property, any Person proposing to make such Improvement to Property (the "Applicant") shall submit to the Architectural Control Committee at its offices, copies of such descriptions, surveys, plot plans, a tree survey, drainage plans, elevation drawings, construction plans, specification, and samples of materials and colors as the Architectural Control Committee

reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Minimum Construction Standards adopted by the Architectural Control Committee. The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

SECTION 4.5. CRITERIA FOR APPROVAL -The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the subdivision or the enjoyment thereof by Owner; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

SECTION 4.6. MINIMUM CONSTRUCTION STANDARDS -The Architectural Control Committee may adopt and from time to time may supplement or amend the Minimum Construction Standards, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Minimum Construction Standards impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Minimum Construction Standards shall control.

SECTION 4.7. ARCHITECTURAL REVIEW FEE -The Architectural Control Committee may, in its Minimum Construction Standards, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property and to cover the cost of inspection and re-inspecting any Improvement to Property. The Architectural Control Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed Improvement to Property.

SECTION 4.8. DECISION OF COMMITTEE -The decision of the Architectural Control Committee shall be made within thirty (30) days after receipt by the Architectural Control Committee of all material required by the Architectural Control Committee. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated. The decision of the Architectural Control Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee.

SECTION 4.9. APPEAL TO ASSOCIATION BOARD -If the Architectural Control Committee denies or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the Architectural Control Committee within ten (10) days after such denial or refusal. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Control Committee and shall decide with reasonable promptness whether or not the proposed Improvement Property shall be approved. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 4.10. FAILURE OF COMMITTEE TO ACT ON PLANS -Any request for approval of a proposed Improvement to Property shall be deemed denied by the Architectural Control Committee, unless approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee within thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials, provided, however, that no approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards.

SECTION 4.11. PROSECUTION OF WORK AFTER APPROVAL -After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the approval of the Architectural Control Committee. Failure to complete the proposed Improvement to Property within six (6) months after the date of approval or such other period of time as shall have been authorized in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvements to Property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 4.12. NOTICE OF COMPLETION -Promptly upon completion of the Improvement to Property, the Applicant shall deliver a notice of completion ("Notice of Completion") to the Architectural Control Committee and, for all purposes hereunder, the date of receipt of such of Notice of Completion by the Architectural Control Committee shall be deemed to be the date of completion of such Improvement to Property, provided that the Improvement to Property is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 4.13. -INSPECTION OF WORK -The Architectural Control Committee or its duly authorized representative shall have the right to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate thirty (30) days after the Architectural Control Committee shall have received a Notice of Completion from the Applicant.

SECTION 4.14. NOTICE ON NONCOMPLIANCE -If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within thirty (30) days after the Architectural Control Committee receives a Notice of Completion from the Applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

SECTION 4.15. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION -If, for any reason other than the Applicant's act or neglect, the Architectural Control Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Control Committee of a written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to the Property that violates any provision of this Declaration or the Minimum Construction Standards, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates this Declaration or the Minimum Construction Standards.

SECTION 4.16. APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE -If the Architectural Control Committee gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Control Committee within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Control Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Architectural Control Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Control Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all

Persons.

SECTION 4.17. CORRECTION OF NONCOMPLIANCE -If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Application does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the non-complying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. Additionally, the Board may assess a fee for the release of any recorded Notice of Noncompliance. If such expenses and/or fees are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 4.18. NO IMPLIED WAIVER OR ESTOPPEL -No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of an Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

SECTION 4.19. POWER TO GRANT VARIANCES -The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions set forth in Section 5.1) including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. Notwithstanding anything contained in the Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance require or obligate the Architectural Control Committee to grant any other variance in the same or similar future situations, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.20. COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS -The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 4.21. RECORDS OF ACTION -The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

SECTION 4.22. ESTOPPEL CERTIFICATES -The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 4.23. NON-LIABILITY FOR ARCHITECTURAL CONTROL COMMITTEE ACTION -None of the members of the

Architectural Control Committee, no Committee Representative, no member of the Board of Directors, nor Declarant nor the Association shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall it's approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the Architectural Control Committee, members of the Architectural Control Committee, the Committee Representative, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

SECTION 4.24. CONSTRUCTION PERIOD EXCEPTION -During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend the provisions of Articles V and VI contained in this Declarations to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

ARTICLE V
ARCHITECTURAL RESTRICTIONS

SECTION 5.1. DWELLING UNIT SIZE -The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than one thousand six hundred (1,600) square feet. The ground floor area of any one and one-half story and two story Dwelling Units, exclusive of porches and garages, shall contain not less than one thousand two hundred (1,200) square feet, and the total living area of any one and one-half or two story single family Dwelling Unit, exclusive of porches and garages shall contain not less than one thousand six hundred (1,600) square feet. Each Dwelling Unit erected on any Lot shall provide fully-enclosed attached garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the Architectural Control Committee. The exterior surface of all residential dwellings shall require at a minimum the entire front exterior and the first floor of the two sides of the exterior to be masonry,(the term "masonry" does not include hardiplank or any other concrete siding equivalent), unless otherwise approved by the Architectural Control Committee.

SECTION 5.2. HEIGHT AND CHARACTER OF DWELLING UNIT -No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or forty-five (45) feet above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5.5 and other bona fide servants quarters; provided, however, that the servants quarters' structure may not exceed the main dwelling in height. Provided further that it shall be permissible to have third level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or servant's quarters, so long as the maximum height of the buildings does not exceed forty-five (45) feet.

SECTION 5.3. LOCATION OF DWELLING UNIT AND OTHER IMPROVEMENTS -Except as may be authorized in writing by the Architectural Control Committee, no residential structure or any other improvement shall be located on any Lot nearer to the front lot line that the minimum setback lines shown on the Plat or stated in any applicable ordinance. No residence or any other structure or improvement shall be located on any utility easement or drainage swale. No main residential dwelling shall

be located on any Lot nearer than five (5) feet of any interior lot line. A detached garage which is fifty (50) feet or more to the rear of the front Lot line shall not be located nearer than three (3) feet of any interior, rear or street side Lot line. For the purposes of this Sub-Section only, eaves, steps, fences, sidewalks and driveways shall not be considered as part of a residence. No Improvement on a Reserve shall be located except as allowed by Plat and by the Architectural Guidelines.

SECTION 5.4. USE OF TEMPORARY STRUCTURES -No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot or Reserve at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Subdivision as in its sole discretion may seem necessary or convenient while selling Lots or Reserves, selling or constructing residences, or constructing other Improvements within the Subdivision. The right to use temporary structures in connection with the construction of Improvements may be assigned from time to time, in whole or in part, by Declarant to Builders.

SECTION 5.5. CARPORTS/GARAGES -No carports shall be constructed on any Lot without the prior written consent of the Architectural Control Committee. All garages shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with operable garage doors.

SECTION 5.6. DRIVEWAYS -Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at its expense a driveway from the garage to an abutting street.

SECTION 5.7. MAILBOXES –All mailboxes must be cluster mailboxes as provided by the U. S. Postal Service, or such other format as approved by the U.S. Postal Service.

SECTION 5.8. ROOFS -All roofs shall be approved by the Architectural Control Committee in writing.

SECTION 5.9. ANTENNAS, SATELLITE DISHES AND MASTS-No electronic antenna or device of any type for transmitting or receiving electronic signal shall be erected, constructed, or placed on the exterior of any Dwelling Unit or Improvement constructed on any Lot or Reserve in the Subdivision or free standing on any Lot or Reserve without prior approval of the Architectural Control Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or Reserve that unreasonably interferes with the reception of television or radio signals upon any other Lot or Reserve. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any Improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Architectural Control Committee is empowered to adopt rules governing the types of antennae that are permissible in the Property and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antennae permissible pursuant to the rules of the Architectural Control Committee may only be installed on the roof to the rear of the Dwelling Unit, and integrated with the Dwelling Unit. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 5.10. FLAGPOLES -No flagpole shall be permanently erected on any Lot or Reserve unless prior written approval has been granted by the Architectural Control Committee.

SECTION 5.11. EXTERIOR LIGHTING -All exterior lighting must first be approved by the Architectural Control Committee.

SECTION 5.12. SOUND DEVICE -No horns, whistles, bells, or other sound devices, except for security used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Reserve or Improvements. This paragraph shall not preclude

the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

SECTION 5.13. WINDOW TREATMENT -No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material, and the window treatment facing the street or any other Lot must be white or cream color.

SECTION 5.14. AIR CONDITIONERS -No window, roof or wall type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement.

SECTION 5.15. WALLS AND FENCES -The construction or installation of walls and fences (including the location thereof) by Owners shall be subject to approval by the Architectural Control Committee in accordance with the provisions of this Declaration and the Architectural Guidelines. The Owner shall be responsible for maintaining and repairing all walls and fences installed by an Owner, subject to the Party Fence section 3.11 hereof. All Lots that are Lake Lots will have the entire back property line, plus twenty (20) feet up each side property line, fenced with black wrought iron fencing four (4) feet in height and the bars are a maximum of four (4) inches apart (center of bar to center of bar) or whatever the code requirement is for Harris County. A four (4) foot wide access gate is to be located in the middle of the wrought iron fence on the rear property line of each Lake Lot.

SECTION 5.16. REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION -During the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lots and Reserves all tree stumps, tree-limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot or Reserve to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot or Reserve, and no materials or trash hauled from any Lot or Reserve may be placed elsewhere within the Subdivision, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of Improvements, continuously shall keep the Lot or Reserve in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot or Reserve on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in any street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or gutter shall be removed, without delay, not less frequently than daily.

SECTION 5.17. EXCAVATION AND TREE REMOVAL -The digging of dirt or the removal of any dirt from any Lot or Reserve is expressly prohibited except as may be necessary in conjunction with the approved landscaping of or construction on such Lot or Reserve. No trees shall be cut or removed except to provide room for construction of approved Improvements or to remove dead or unsightly trees; provided, however, that removal of any other tree shall require the approval of the Architectural Control Committee.

SECTION 5.18. DRAINAGE -No Owner of a Lot or Reserve shall be permitted to construct Improvements on such Lot or Reserve or grade such Lot or Reserve or permit such Lot or Reserve to remain in or be placed in such condition that rain water falling on such Lot or Reserve drains to any other Lot or Reserve, directly into any of the Common Areas, or on to or into the drainage easement and, in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved by the Architectural Control Committee or Board, as may be applicable, shall be required in order that all such rain water shall drain into an underground drainage system at such Lot or Reserve (or other means approved by the Architectural Control Committee or Board, as may be applicable), and must drain to the front of the Lot or Reserve.

SECTION 5.19. PRIVATE UTILITY LINES -All electrical, telephone and other utility lines and facilities which are located on a Lot or Reserve and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee, and shall be maintained at all times by the Owner of the Lot or Reserve upon which is located.

SECTION 5.20. WIND GENERATORS -No wind generators shall be erected or maintained on any Lot or Reserve that are visible from any street, Lot or Common Areas without approval by the Architectural Control Committee.

SECTION 5.21. SOLAR COLLECTORS -No solar collector shall be installed without the prior written approval of the Architectural Control Committee. Any such installation shall be in harmony with the design of the Dwelling Unit. Solar collectors shall be installed in a location not visible from the public street in front of the Dwelling Unit.

SECTION 5.22. DAMAGE OR DESTRUCTION OF IMPROVEMENTS -Owners are bound and obligated by the purchase of a Lot or Reserve to maintain the Lot or Reserve and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then approval of the Architectural Control Committee is required, so as to present a pleasing and attractive appearance.

SECTION 5.23 SIDEWALKS – Before the Dwelling Unit is completed and occupied a concrete sidewalk four feet (4') in width parallel to the street curb two inches (2") back from the property lines of the Lot into the street right-of-way must be constructed. A sidewalk both parallel to the front Lot line and parallel to the side street Lot line must be constructed on corner lots. Such sidewalks shall comply will all federal, state, local and county laws, ordinances, or regulations respecting construction and/or specifications, if any. Locations of sidewalks are not to be varied except when required by the Architectural Control Committee. Sidewalks on Reserves shall comply with all of the same requirements and be in locations as required by the Architectural Control Committee during the plan approval process prior to construction.

ARTICLE VI
USE RESTRICTIONS

SECTION 6.1. GENERAL -No Owner shall use the Common Areas, if any, or use or permit such Owner's Lot or Dwelling Unit or Reserve to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

SECTION 6.2. SINGLE FAMILY RESIDENTIAL USE -Each Owner shall use its Lot and the Dwelling Unit on its Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but, without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston, Harris County, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including wards), their dependent brothers or sisters, their parents, grandparents and their domestic servants; and (c) however in no event, shall any single family residence be occupied by more persons than the product of the total number of bedrooms contained in the single family residence as originally constructed multiplied by two (2).

SECTION 6.3. VEHICLES -No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper regular on or off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-

up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles on the street is prohibited. Owner or occupants of Lots may seek a temporary variance from this restriction for their guests, however, any such request for variance must receive the prior approval of the Board of Directors of the Association. The Board of Director of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

SECTION 6.4. NO NOXIOUS OR OFFENSIVE ACTIVITY -No noxious or offensive activity shall be carried on upon any property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

SECTION 6.5. NO HAZARDOUS ACTIVITIES -No activity shall be conducted on and no Improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

SECTION 6.6. RESTRICTIONS ON GARBAGE AND TRASH -No refuse, garbage, wash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot or Reserve except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

SECTION 6.7. CLOTHES DRYING -No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots/streets or the Common Areas.

SECTION 6.8. ANIMALS -No animals of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. A total of two (2) dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section 6.8 ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Association Board (or such other person as the Association Board from time to time may designate) from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Areas.

SECTION 6.9. SIGNS, ADVERTISEMENTS AND BILLBOARDS -No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Reserve or Lot except one (1) sign of not more than six (6) square feet advertising the particular Lot or Dwelling Unit on which the sign is situated for sale or lease. No sign of any kind shall be

displayed to public view on any residential Lot, except a sign(s) of not more that six (6) square feet area which is used to; (a) advertise the property for sale or lease; (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a ninety (90) day period starting no earlier than ninety (90) days prior to the date of the election or referendum and which must be removed no later than ten (10) days after the date of the election or referendum. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. The Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 6.9 be erected, permitted or maintained on any Lot or Reserve without the express prior written consent of the Architectural Control Committee.

SECTION 6.10. OIL AND MINING OPERATIONS -No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Reserve, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Reserve. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Reserve.

SECTION 6.11. TREATMENT FACILITIES -No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home", "family home", "community home"; day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters, unless otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

SECTION 6.12. LEASING -Homes may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his home for hotel or transient purposes, which for purposes of this Section 6.12 is defined as a period of less than one hundred eighty (180) days. No Owner shall be permitted to lease less than the entire home. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations.

SECTION 6.13 LANDSCAPING -

(1) The front rear and side yards of each Lot shall be sodded with grass.
(2) All landscaping for a Lot shall be completed no later than thirty (30) days following the date of substantial completion of the Dwelling Unit situated thereon.
(3) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Control Committee and its determination shall be conclusive and binding on all parties.
(4) Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Control Committee; provided that a solid rock garden or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner lot, the side street adjacent to the Lot at ground level.
(5) No rocks, rock walls or other substances shall be placed on any Lot as a front or side lot border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free standing bird houses or other fixtures and accessories shall be placed or installed with the front or side yards of any Lot unless approved in writing by the Architectural Control Committee.
(6) Vegetable, herb, or similar gardens or plants must blend with existing landscape.
(7) The Architectural Control Committee may from time to time promulgate Rules and Regulations adopting an approved list of plant life which may be utilized on any Lot, which Rules and Regulations may prescribe that a minimum number and size of plants be established and utilized as the initial budget for the landscaping to be installed upon the substantial completion of the Dwelling Unit on the Lot.
(8) No Owner shall all the grass on his Lot to grow to a height in excess of six (6) inches, measured from the surface of

the ground.

(9) Seasonal or holiday decorations (e.g., Christmas trees, and lights, pumpkins) shall be removed from each Lot or Dwelling Unit or other improvement on the Lot within fifteen (15) days after such holiday passes.

(10) No tree may be planted on a Lake Lot nearer to the rear property line than four (4) feet. No tree or shrub may unreasonably restrict or impair the view of a Lake from any neighboring Lot; hedges are not allowed on a Lake Lot. The Architectural Control Committee shall have the sole discretion to determine whether a tree or shrub unreasonably restricts or impairs the view of a Lake from a neighboring Lot and its determination shall be conclusive and binding upon all parties.

(11) Landscape plans for Reserves shall comply with the Architectural Guidelines.

SECTION 6.14. RULES. The Board of Directors may, from time to time, in its sole discretion and without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to all of the Lots and Reserves and the Common Property, including but not limited to rules governing traffic and parking on the streets, the leasing of Dwelling Units by the Owners thereof and activities in the Property ("Rules"). Such rules and regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by members holding two thirds of the total eligible votes in the Association. The Rules shall not apply to Declarant or to any property owned by it and shall not be applied in any manner which would prohibit or restrict the development of the Subdivision.

SECTION 6.15. LAKES –No motorcycle, machinery or equipment of any kind shall be used on any area around a Lake except as needed to maintain such area. No boats, inflatable rafts, canoes or watercraft of any type shall be used in a Lake, except as permitted by Rules and Regulations governing the Lakes adopted and published by the Board of Directors or the entity in control of the Lakes. Each Owner or other person who uses a Lake does so at his/her own risk. 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 LAKES OR WATERWAYS ON THE PROPERTY OR ADJACENT TO THE PROPERTY. No boats, inflatable rafts, canoes or watercraft of any kind shall be stored in a Lake or by a Lake in view from any neighboring Lot when not in use, unless otherwise approved by the Architectural Control Committee. Only catch and release fishing is permitted in a Lake, unless otherwise provided in Rules and Regulations adopted by the Board of Directors or the entity in control of the Lake.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

SECTION 7.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS -The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether of not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments;

(b) Special Assessments; and

(c) Reimbursement Assessments,

all as hereinafter or hereinabove defined.

The Annual, Special, and Reimbursement Assessments (the "Assessments"), together with interest, costs and reasonable attorney's fees, shall also be a charge on the land and shall be a continuing vendor's lien upon the property against which the Assessments are made. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessments fell due.

The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 7.2. PURPOSE OF ANNUAL ASSESSMENTS -Each Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which Annual Assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before January 1 of each year, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association, require. Such assessment will be uniform as to all Lots, including Lots owned by Builders, except as hereinafter provided for Declarant. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision, as well as any other subdivision brought within the jurisdiction of the Association; provided, however, that other subdivisions to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the Annual Assessment on a uniform, per Lot basis, equivalent to the Annual Assessment imposed hereby. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, membership in recreational facilities, including swimming pools and tennis courts, play courts, the Exterior Wall/Fence, Association post office, Lake Area, and all Common Areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing security, lifeguards, instructors, and operators, caring for vacant Lots, garbage collection, contracting with other homeowner's associations for access to and use of community facilities, and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. Funding of reserve accounts for capital expenditures and maintenance, repair and replacement of capital items located on Common Areas and/or used for the benefit of the Association, is also a proper use of the Maintenance Fund. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

SECTION 7.3. MAXIMUM ANNUAL ASSESSMENT -Until January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum Annual Assessment shall be $960.00 per Lot per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than twenty percent (20%) above the Annual Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of total eligible vote of Members who are voting in person or by proxy, at a meeting duly called for this purpose;

(c) The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein. If in any year the Annual Assessment is not increased by the maximum amount possible without a vote, then such increases not fully made may accumulate and be assessed after a number of years.

SECTION 7.4. SPECIAL ASSESSMENTS -In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 7.2. Provided, however, any such assessment shall have the assent of two-thirds (2/3) of the total eligible votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 7.5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 7.3 AND 7.4 -Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 or 7.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the

presence of Members or of proxies entitled to cast fifty percent (50%) of all total eligible votes of the membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum as the subsequent meeting shall be one-half (1/2) or the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7.6. UNIFORM RATE OF ASSESSMENT -Both Annual and Special Assessments must be fixed at a uniform rate for Lots owned by Builder and homeowner Class A Members; provided, however, Lots which are owned by the Declarant, as defined herein, shall be assessed at the rate of one-quarter (1/4) of any Annual Assessment or Special Assessment currently assessed. Recognizing that the initial cost of administration and maintenance of the Common Areas may exceed revenue received during the original development stage and that the Association may have to be subsidized by Declarant, the Directors (whether the Directors are same as the Declarant, its agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Directors' fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association.

SECTION 7.7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS -The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

SECTION 7.8. CONVEYANCE FEE. -In connection with the creation of the Association and the development of the Subdivision and the construction of the Common Areas, the Declarant has expended substantial sums in connection with developing the master plan, helping finance and plan the development, the credit enhancement necessary to obtain the necessary construction financing and financially subsidizing the maintenance and operations of the Association and its Common Areas. In particular, the Declarant has personally guaranteed the construction financing obtained to construct all of the Common Area improvements and other infrastructure in the Subdivision. Therefore, each Owner of a Lot, other than Declarant or a Builder (whether one or more Persons) at the time it purchases a Lot, shall be obligated to pay to the Declarant a fee of $250.00 per Lot as a Conveyance Fee, regardless of the size of the Lot at the time of sale. This Conveyance Fee shall be collected on every sale of a Lot for twenty (20) years from the date of recording of this Declaration, at which time this Conveyance Fee shall expire and shall no longer be collected. Such Conveyance Fees from each sale shall reimburse the Declarant for expenses involved in the creation of the Association, funds expended by Declarant to subsidize the operations of the Association and unreimbursed construction and other expenses involving the Association. Such Conveyance Fee shall also compensate the Declarant for the financial obligations and risks it undertook in its development activities and guarantees of financial obligations. Such Conveyance Fee shall be non-refundable and shall not be considered an advance payment or offset of any past or future Assessments levied by the Association nor shall the Conveyance Fee be considered partial payment of the Capitalization Fee. Such Conveyance Fee will be billed to the Owner directly at the time of the purchase of the Lot. If any Lot is subdivided and/or platted into multiple Lots, then each of the multiple Lots will thereafter be subject to the Conveyance Fee at the time of each sale. Such Conveyance Fee shall be deemed an Assessment hereunder, and may be collected in the same fashion.

SECTION 7.9 CAPITALIZATION FEE -Each Owner upon acquisition of record title to a Lot (ie at every sale and resale), other than Developer or a Builder, will be obligated to pay a fee to the Association in the amount of $500.00 for the purposes of capitalizing the Association. This amount shall be known as the Capitalization Fee. The Capitalization Fee shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of the Annual Assessment. The Capitalization Fee shall initially be used by the Association to defray its initial operating costs and other expenses and later to insure the Association has adequate funds to meet the expenses and otherwise, including contributions to the Association/s reserve fund all as the Board of Directors in its sole discretion shall determine. The amount of the Capitalization Fee may be changed prospectively (but not retrospectively) by the Association from time to time in its discretion. Such Capitalization Fee will be collected from the Owner directly at the purchase of the Lot. If any Lot is subdivided and/or

platted into multiple Lots, then each of the multiple Lots will thereafter be subject to the Capitalization Fee at the time of each sale. Such Capitalization Fee shall be deemed an Assessment hereunder, and may be collected in the same fashion.

SECTION 7.10. REIMBURSEMENT ASSESSMENTS -The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Certificate of Formation, the Bylaws, Minimum Construction Standards, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

SECTION 7.11. ESTOPPEL CERTIFICATES -The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 7.12. ATTRIBUTION OF PAYMENTS -If any Owner's payment of an Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing categories, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order or priority.

SECTION 7.13. EFFECT OF NONPAYMENT OF ASSESSMENTS -Any Assessment not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

(a) late charges, interest at the rate of eighteen percent (18%) per annum from the due date, and all costs of collection, including reasonable attorney's fees; and

(b) all rights of the Owner as a Member of the Association shall be automatically suspended until all Assessments and related costs are paid in full, including usage of the Common Areas, and during such suspension, such Owner shall not be entitled to vote upon any matters coming before the membership. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner hereby expressly grants to the Association a continuing vendor's lien and power of sale in connection with the non-judicial foreclosure of the Association's continuing vendor's lien and the right to appoint trustees to exercise said power of sale. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas; and the Board of Directors of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

SECTION 7.14. NO OFFSETS -The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under the Declaration or claim by the Owner of non-use of the Common Areas or abandonment of his Lot or claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Areas or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

SECTION 7.15. SUBORDINATION OF THE LIEN TO MORTGAGES -The lien of the Assessments provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer, however shall not extinguish the personal liability of the Owner that was liable therefore. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
EASEMENTS AND UTILITIES

SECTION 8.1. TITLE TO UTILITY LINES -The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer line, poles, pipes conduits, or other appurtenances or facilities constructed by the Declarant, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Declarant or the Association and their successors and assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his Lot.

SECTION 8.2. ACCESS EASEMENT FOR OWNERS -A non-exclusive easement hereby is granted to each Owner in and to adjoining Lots for the purpose of reasonable and necessary access to such Owner's Lot for construction, maintenance, and repair of Improvements thereon, provided that the Owner using an adjacent Lot for access purposes (the "Easement Site") shall keep such Easement Site free of any trash, rubbish, and any other materials at all times during or after construction. Prior to any exercise of the access easement granted in this Section 8.2, the Owner or Builder of the Lot intending to exercise such easement upon, over, or across the Easement Site shall give notice of such intent to the Owner (or occupant) of the Easement Site. Unless otherwise authorized in writing by the Owner of the Easement Site, this access easement may be used only between the hours, local time, of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m., Saturday, and may be used only if the Owner (or occupant) intending to use such access easement gives at least twenty-four (24) hours notice (oral or written) to the Owner (or occupant) of the Easement Site (except in the case of an emergency or if no Improvements have been constructed on the Easement Site, in which case no notice need be given). In all events, the Easement Site shall be used in such manner as to avoid any unreasonable or unnecessary interference with the possession, use, or enjoyment of the Easement Site by the Owner (or occupant) of such Easement Site, and the Owner using the Easement Site in all circumstances promptly shall repair any damage to the Easement Site caused by such Owner's use. If the Owner using the Easement Site does not repair any damage to the Easement Site caused by the Owner's use thereof within thirty (30) days after notice to the Owner harming the Easement Site of the damage, then the Association shall have the right, but shall not be obligated to, repair such damage and assess a Reimbursement Assessment against the Lot of the Owner harming the Easement Site. The Owner of the damaged Easement Site also shall be entitled to exercise all available legal and equitable remedies, in the event of the subject Owner's failure to repair any damage to the Easement Site.

SECTION 8.3. ASSOCIATION EASEMENTS -The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration.

SECTION 8.4. EASEMENTS FOR USE AND ENJOYMENT

1. Every Owner of a Lot or Reserve shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Lot or Reserve, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Areas and to limit the number of guests of Lot and Reserve Owners and tenants who may use the Common Areas;

b) the right of the Association to suspend the voting rights of a Lot or Reserve Owner and the right of such an Owner to use the recreational facilities in the Subdivision, if any, for any period during which any assessment against his Lot or Reserve which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

c) the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Reserve or Lot or Reserve Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot or Reserve Owner encumbering any Lot or Reserve or other property located within the Subdivision (any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Reserve or Lot or Reserve Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot or Reserve Owner encumbering any Lot or Reserve or other property located within the Subdivision);

d) the right of the Association to dedicate or transfer all or any portion of the Common Areas subject to such conditions as may be agreed to by the members of the Association (however, the Association may grant easements it deems necessary without such easements being deemed a dedication or transfer). No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds of the total eligible votes which the members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose;

(e) the right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration; and

(f) the right of the Declarant to annex additional real property and the Lots or Reserves located thereon into the Association and made subject to the terms of this Declaration.

2. Any Lot or Reserve Owner may delegate his or her right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of any leased lot or Reserve.

SECTION 8.5 EASEMENT FOR ENTRY -The Association shall have an easement, but not a duty, to enter into any Lot or Reserve for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Subdivision, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right, but not the duty, of the Association to enter a Lot or Reserve to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

SECTION 8.6 INTENTIONALLY DELETED

SECTION 8.7 EASEMENT REGARDING ASSOCIATION FENCES -Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose of constructing, maintaining, operating, repairing,

removing and re-constructing a perimeter fence under, across and through a 5' strip of the Lots and Reserves along the perimeter of the Property and such other locations as determined by Declarant, on which 5' strips the Association may construct such perimeter fencing. Prior to the construction of the fence, the Declarant and/or the Association shall have the right to go over and across the portions of the Lots and Reserves that are adjacent to such 5' easement strips for the purpose of performing surveys and other such necessary pre-construction work. After the construction of the fence, Declarant and/or the Association, from time to time, and at any time, shall have a right of ingress and egress over, along, across and adjacent to said 5' easement strips for purposes of maintaining, operating, repairing, removing, re-constructing, and/or inspecting the fence. The Owners of the Lots and Reserves shall have all other rights in and to such 5' easement strip located on each Owner's respective Lot or Reserve; provided however, such Owner shall not damage, remove or alter the fence or any part thereof without first obtaining written approval from the Declarant and/or the Association with respect to any such action, such approval to be at the Declarant's and/or the Association sole discretion. Such perimeter fencing shall be referred to herein as the "Exterior Wall/Fence".

ARTICLE IX
ELECTRICAL SERVICE

SECTION 9.1. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM -An underground electric distribution system will be installed in that part of the Subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwellings, underground service area embraces all of the dwellings units involved. The owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall at his or its own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energize secondary junction boxes, such point of attachment to be made available by the electric at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connection at said point of attachment and at the meter, Declarant has either by designation on the Subdivision Plat or by separate instrument granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, 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 furnishing service) for the location and installation of the meter such electric company for each dwelling unit involved. For so long as underground service is maintained in the underground residential subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase 240/120 volt, three wire, 60 cycle alternating current.

The electric company has installed the underground electric distribution system in the underground residential subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Owners in the Underground Residential Subdivision be changed as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the Owner of each affect 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 agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit, plus (2) the cost of rearranging and addition electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary. No provision of this section (the text of which is prescribed by the electric company) shall in any manner operate or be constructed to permit the construction on any Lot of any type of residential structure other than a

single family residence as provided in Article IV herein.

ARTICLE X
UTILITIES

SECTION 10.1. TELEPHONE SERVICE -Telephone service shall be available to each Lot and Reserve, and the Common Areas by way of underground cable which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements in, under, on or above the Common Areas as the telephone company may require to furnish.

SECTION 10.2. CABLE T.V. INTERNET ACCESS -Declarant reserves the right (but not the obligation) to hereafter enter into a franchise of similar type agreement with one or more cable television and/or internet access companies on behalf of the Association and Declarant shall have the right and power in such agreement or agreements to grant such cable television and/or internet access company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the subdivision plat. Declarant does hereby reserve unto the Association, its successors and assigns, the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such cable television and/or internet access companies pursuant to any such agreement between Declarant and such cable television companies.

SECTION 10.3. OVERHEAD EASEMENTS -No Owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, or any path easement designated on the Subdivision Plat, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements.

SECTION 10.4. PRIVATE UTILITY LINES -All electrical, telephone and other utility lines and facilities which are located on a lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

SECTION 10.5. EASEMENTS FOR SURFACE DRAINAGE -No wall, fence, hedge, or other obstacle shall be constructed so as to prevent natural surface drainage across adjoining Lots or Reserves.

ARTICLE XI
INSURANCE, INDEMNIFICATION

SECTION 11.1. GENERAL PROVISIONS -The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Areas, if any, and if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 11.2. INDIVIDUAL INSURANCE -Each Owner shall be responsible for insuring his Dwelling Units, its contents and furnishings. Each Owner, at his own cost and expense, shall be responsible for insuring against the liability of such Owner.

SECTION 11.3 INDEMNIFICATION -The Association and Owners each covenant and agree, jointly and severally, to indemnify, defend and hold harmless Declarant, its respective officers, directors, parent and/or subsidiary entities, partner(s) and any related persons or corporations, and their employees, professionals and agents from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving the Association and improvements thereon, or resulting from or arising out of activities or operations of Declarant or of the Association, or of the Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be considered operating costs of the Association to the extent such matters are not covered by insurance maintained by the Association. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION IN THIS SECTION

PROTECTS DECLARANT (AND ANY PARENT OR SUBSIDIARY OR RELATED ENTITY OF DECLARANT) FROM THE CONSEQUENCES OF ITS RESPECTIVE ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, DECLARANT'S NEGLIGENT ACTS OR OMISSIONS, TO THE FULLEST EXTENT ALLOWED BY LAW.

ARTICLE XII
AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

SECTION 12.1. AMENDMENT BY OWNERS -The terms of this Declaration may be amended at any time by an instrument signed by those Owners having at least two-thirds (2/3rds) of the total eligible votes of the members of the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 12.2. AMENDMENT BY DECLARANT -Declarant shall have and reserves the right at any time and from time to time before the Election Date, without the consent of other Owners or the representatives of any mortgagee to amend this Declaration for the purpose of: (a) securing to the Owners the benefits from technological advances, such as security, communications, or energy related devices or equipment that did not exist or were not in common use in similar subdivisions at the time this Declaration was adopted; (b) prohibiting the use of any device or apparatus developed or available for use following the date of this Declaration, if the use of such device or apparatus would adversely affect the Association or the Subdivision or would adversely affect the property values within the Subdivision; (c) clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein; or (d) for any other reason deemed by the Declarant to be in the best interests of the Association and /or the Subdivision, provided that no such amendment shall have a material adverse effect upon the vested right of any Owner; provided, however, that no such amendment shall change the voting rights of the Declarant or other Members, change the annexation rights of Declarant, increase any Owner's proportionate share of Assessment, or change the property description of any Owner and such Owner's mortgagee who do not join in the execution of such correction instrument. Any such amendment shall become effective upon the recordation of a written instrument setting forth such amendment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 12.3. DURATION -This Declaration shall remain in full force and effect until 1/1/2024, and shall be extended automatically for successive ten (10) year periods; provided however, that this Declaration may be amended at any time, as set forth in Section 12.1 and 12.2.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.1. SEVERABILITY -In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 13.2. NUMBER AND GENDER -Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 13.3. DELAY IN ENFORCEMENT -No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 13.4. ENFORCEABILITY -This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot or Reserve in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot or Reserve by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot or Reserve who violated this Declaration.

SECTION 13.5. REMEDIES -In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot or Reserve within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Notwithstanding anything to the contrary herein, any interest to accrue hereunder shall not exceed the maximum amount allowed by law.

SECTION 13.6. RIGHT OF ENTRY; ENFORCEMENT BY SELF HELP -The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot or Reserve, including any Improvements located thereon, for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the owner or occupant of the Lot or Reserve or Improvements. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Improvements or any portion of a Lot or Reserve to abate or remove, using such force as reasonably necessary, any Improvement to property, other structure, or thing or condition that violates this Declaration, the Bylaws, the Rules and Regulations, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, should be assessed against the violating owner and shall be collected as provided for herein for the collection of the Assessment. All such entries shall be made with as little inconvenience to the owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association.

SECTION 13.7. VIOLATION OF LAW -Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

SECTION 13.8. REMEDIES CUMULATIVE -Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 13.9. NO REPRESENTATIONS OR WARRANTIES -No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

SECTION 13.10. VACATING OF PLAT OR CORRECTION OF PLAT BY DECLARANT AND OWNERS -No provision of this Declaration shall preclude the Declarant or Owners of Lots or Reserves in the Subdivision from vacating a plat or filing a re-plat to correct any error in the original platting or re-platting of such Lots or Reserves in the Subdivision, or from otherwise recording a partial re-plat, provided that such vacating or re-platting is done in accordance with applicable Texas statutes.

SECTION 13.11. LIMITATION ON LIABILITY -Neither the Association, the Board, the Architectural Control Committee, Declarant, or any officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Declaration shall be liable to any Person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

SECTION 13.12. CAPTIONS FOR CONVENIENCE -The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and section of this Declaration.

SECTION 13.13. GOVERNING LAW -This Declaration shall be construed and governed under the laws of the State of Texas.

SECTION 13.14 NON-LIABILITY -NEITHER THE ASSOCIATION, NOR DECLARANT (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL IN ANY

WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS DECLARATION BY ANY OTHER PERSON OR ENTITY. NEITHER DECLARANT, NOR THE ASSOCIATION (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR ANY EMPLOYEE NOR AGENT OF ANY OF THEM) MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE COMMON AREAS OR LOTS OR RESERVES, OR THE EFFECTIVENESS OF ANY GATE, ACCESS SYSTEM OR MEDICAL ALERT SYSTEM. THE ASSOCIATION AND EACH OWNER DOES HEREBY HOLD DECLARANT, THE ASSOCIATION (AND ANY PARTNER, PARENT, SUBSIDIARY, RELATED ENTITY OR EMPLOYEE OR AGENT OF ANY OF THEM) HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, NOR THE DECLARANT (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMON AREAS, LOTS OR RESERVES OR THE EFFECTIVENESS OF ANY SUCH SYSTEM. ALL OWNERS SPECIFICALLY ACKNOWLEDGE THAT THE SUBDIVISION MAY HAVE A PERIMETER BOUNDARY SYSTEM, SUCH AS FENCES, WALLS, HEDGES, GATED ENTRIES OR THE LIKE. NEITHER THE ASSOCIATION, NOR THE DECLARANT, (NOR ANY PARTNER, NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF ANY OF THEM) SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOTS OR RESERVES, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS RESPECTIVE BOARDS AND OFFICERS, DECLARANT, ANY SUCCESSOR DECLARANT, OR THEIR NOMINEES, OR AGENTS OR ASSIGNS, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, GATE ACCESS SYSTEM, BURGLAR ALARM SYSTEM, MEDICAL ALERT SYSTEM, OR OTHER SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, GATE ACCESS SYSTEM, MEDICAL ALERT SYSTEM OR OTHER SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

SECTION 13.15 CONSTRUCTION AND SALE PERIOD -Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Subdivision for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Subdivision, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Subdivision and any other property now owned or which may in the future be owned by Declarant (whether annexed hereunder or not), (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Subdivision and specifically includes, but is not limited to:

1. the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Subdivision; and the right to tie into any portion of the Subdivision with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Subdivision; and

2. the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices and construction offices in the Subdivision.

3. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Subdivision, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

4. If these reserved easements are exercised without annexing any Additional Property to the Subdivision, the Owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities with the Owners in the Subdivision in the proportion that the number of completed dwellings on the affected Additional

Property bears to the total number of completed dwellings upon the affected Additional Property and the number of Lots in the Subdivision. The costs of maintenance and repair of Subdivision driveways, private streets and permanent access easements shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Subdivision. The allocation of expenses and the collection therefor may be done on a monthly, quarterly or annual basis as may reasonably be determined by the Association in accordance with this Declaration. If any of the Additional Property is added to the Subdivision, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Declaration, rather than by these reserved easements.

SECTION 13.16 NOTICE OF SALE OR LEASE -In the event an Owner sells or leases its Lot or Reserve or the Improvements on its Lot or Reserve, the Owner shall give to the Association, in writing, the name of the purchaser or lessee and such other information as the Board may reasonably require.

SECTION 13.17 ARBITRATION -In the event of any dispute arising between, among, against or on behalf of Owners relating to this Declaration, including Declarant, all parties to such dispute shall attempt to settle such dispute by mediation. Should mediation be unsuccessful, then each party shall appoint one (1) arbitrator. Should any such Owner refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing Owner. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) (or more) arbitrators shall be binding upon the Owners and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and located in Harris County, Texas. However, this section shall not be construed to require arbitration of enforcement and/or collection actions by Declarant and/or the Association.

SECTION 13.18 ATTORNEYS' FEES - -If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

SECTION 13.19 WAIVER OF ENVIRONMENTAL CONDITIONS -The term "Declarant" as used in this Section 13.19 shall have the meaning set forth in Section 1.13 hereof and shall further include, without limitation, the Declarant, its general partner(s), partners, directors, managers, officers, employees, agents, contractors, sub-contractors, design consultants, architects, advisors, brokers, sales personnel and marketing agents. The term "Association" as used in this Section 13.19 shall have the meaning set forth in Section 1.4 hereof and shall further include, without limitation, the Association, its Board of Directors, managers, employees, and agents. The Declarant and the Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the any Dwelling Unit or Improvement. Neither shall the Declarant nor the Association shall be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. The Declarant and the Association do not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Dwelling Unit or Improvement will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Declarant and the Association are not an insurer and each Owner and occupant of any Dwelling Unit or Improvement and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Declarant and the Association have made no representations or warranties nor has the Declarant and the Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within any Dwelling Unit or Improvement.

ARTICLE XIV
PROPERTY RIGHTS IN COMMON AREAS

SECTION 14.1. CONVEYANCES TO THE ASSOCIATION -The Association shall accept such conveyances of Common Areas are made from time to time to the Association by Declarant. The Declarant shall determine, in its sole discretion, the appropriate time to convey all or any part of the Common Areas to the Association. Any part of the Common Areas can be conveyed to the Association at any time, with the Declarant retaining any other part of the Common Areas for conveyance to the Association at a later time. At such time as the Declarant conveys all or any portion of the Common Areas to the

Association, such conveyance shall be subject to any and all easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all costs, continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Common Areas and other obligations relating to the Common Areas imposed herein, including but not limited to taxes and insurance, whether title to any particular Common Area has yet been conveyed or not. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obliged to accept such conveyance(s) without setoff, condition or qualification of any nature. The Association shall immediately acknowledge any such conveyance if requested by Declarant. The Common Areas, personal property and equipment and appurtenances thereto, shall be dedicated or conveyed in "AS IS", "WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS, PERSONALTY AND EQUIPMENT BEING CONVEYED. The Association shall pay all costs associated with the conveyance(s).

SECTION 14.2. RIGHTS OF MEMBERS -Every Member of the Association and the Declarant shall have a beneficial interest of nonexclusive use and enjoyment in and to the Common Areas and such Common Areas, and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a)The right of the Association to publish Rules and Regulations governing the use of the Common Area and to establish penalties for infractions thereof;

(b) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant or its affiliates) for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

ARTICLE XV
ANNEXATION OF ADDITIONAL LAND

SECTION 15.1. ADDITIONAL LAND -Additional residential property and Common Areas outside of the Subdivision that are adjacent to or in the Subdivision, at any time and from time to time, may be annexed by the Declarant into the Subdivision, without the consent of the Owner or any other parties; provided, however, that such additional property is made subject to similar terms and conditions as set forth in this Declaration and that such annexed property is impressed with and subject to at least the Assessments imposed pursuant to this Declaration. Such additional property may be annexed into this Subdivision by a written instrument executed by the Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 15.2. WITHDRAWAL OF PROPERTY -Declarant reserves the unilateral right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 15.1 above, for the purpose of removing unimproved portions of the Property from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Areas then owned by the Association, the Association shall consent to such withdrawal by majority vote of the Board. For purposes of this Section 15.2, the term "unimproved" means no above ground, vertical improvements located on such property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed the foregoing instrument on this the 15th day of Sept. 2009.

NOTICE

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20130572048
11/12/2013 ER $108.00

INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS

This Instrument is being recorded by Chancel Community Association, Inc., a Texas nonprofit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners= association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the Subdivision are set forth in Declaration previously recorded as follows: THE CHANCEL COMMUNITY ASSOCIATION Inc. County Clerk=s File No. 20090426796.

The Association is currently subject to the following dedicatory instruments which have not previously been recorded, to-wit:

ER 051 - 31 - 0323

Certificate of Adoption of Records Production and Copying Policy

Certificate of Adoption of Document Retention Policy

Certificate of Adoption of United States, State of Texas and United States Armed Forces Flag Display Guidelines

Certificate of Adoption of Drought Resistant Landscaping and Water-Conserving Natural Turf Guidelines

Certificate of Adoption of Adjacent Lot Use Guidelines

Certificate of Adoption of Solar Energy Devices Guidelines

Certificate of Adoption of Rainwater Harvesting System Guidelines

Certificate of Adoption of Shingle Criteria

Supplemental And Amended Declaration Of Covenants, Conditions, And Restrictions

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such dedicatory instruments, copies of which are attached hereto in the order set forth hereinabove.

Executed on the 11th day of November, 2013.

CHANCEL COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

1OR
1EE

By: _____
Name: David R Glunt
Title: President

CERTIFICATE OF ADOPTION OF RECORDS PRODUCTION AND COPYING POLICY
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090426796, as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel community; and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005 ("Section 209.005") thereto; and

WHEREAS, Section 209.005(i) of the Texas Property Code requires a property owners' association to adopt a records production and copying policy that prescribes the costs the association will charge for compilation, production and reproduction of information requested under Section 209 of the Texas Property Code; and

WHEREAS, the Board has determined that in connection with producing and copying records, it is appropriate for the Association to adopt a records production and copying policy; and

WHEREAS, the Bylaws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, at which at least a majority of the Directors were present and duly passed the records production and copying policy described herein below (the "Records Production and Copying Policy").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on December 8, 2011, at which at least a majority of Directors were present, the Board duly adopted the Records Production and Copying Policy set forth below. The Records Production and Copying Policy is effective January 1, 2012, and supersedes any guidelines or policy for records production and copying which may have previously been in effect. The Records Production and Copying Policy is as follows:

I. **Request for Books and Records**: Copies of the Association's books and records will be reasonably available to all Owner's or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Owner's Authorized Representative") upon proper request and at the Owner's expense. A proper request:

a. Must be sent by certified mail to the Association or the Association's authorized representative at the address as reflected in the Association's most recent management certificate as recorded in the Office of the County Clerk;
b. Must be from an Owner or an Owner's Authorized Representative (herein, the Owner and the Owner's Authorized Representative being collectively called the "Requestor");
c. Must contain sufficient detail to identify the books and records of the Association being requested (herein the "Requested Records"); and

ER 051 - 31 - 0325

d. Must designate whether the Requestor is requesting to inspect the Requested Records or requesting to have the Association forward copies of Requested Records to the Requestor.

II. **Association's Response**: The Association shall respond to the Requestor's request in writing.

a. **Request to Inspect**: Upon receipt of a proper request to inspect the Requested Records as outlined above, the Association will send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request, and provide dates and times during normal business hours that the Requested Records will be made available for inspection by the Requestor (to the extent the Requested Records are in the possession, custody or control of the Association and are not otherwise privileged and therefore protected from inspection). The Association and the Requestor shall arrange for a mutually agreeable time to conduct the inspection. If copies of the Requested Records are made at the inspection, the Association shall provide the Requestor with copies upon receipt of the cost thereof as described below.

b. **Request for Copies**: If a request for copies of Requested Records is made, the Association shall send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request advising the Requestor of the date that the Requested Records will be made available, and the cost that must be received by the Association before the Requested Records will be provided. Upon receiving payment for the Requested Records, the Association will produce the Requested Records to the Requestor by sending the Requested Records to the Requestor by regular U.S. Mail at the Requestor's address shown in the request, or upon written request, the Requestor may pick up the Requested Records from the Association's management company. The Association may provide the Requested Records in hard copy, electronic format, or other format reasonable available to the Association

c. **Additional Time**: If upon review of a proper request to inspect or copy documents, the Association determines it cannot comply with the request within ten (10) business days after receipt of the request by the Association, the Association shall send the Requestor a written notice (within such ten (10) business day period) that informs the Requestor that the Association is unable to produce the Requested Records on or before the tenth (10^{th}) business day after the Association received the request and that the Requested Records will be produced for inspection, or copied and mailed (subject to receipt of payment as set forth herein), as the case may be, on or before fifteen (15) business days from the date the notice is mailed to the Requestor.

III. **Costs**: The Association hereby adopts the following schedule of costs:

a. Copies:
   i. 10 cents per page for a regular 8.5" x 11" page
   ii. 50 cents per page for pages 11" x 17" or greater
   iii. Actual cost for specialty paper (color, photograph, map, etc.)
   iv. $1.00 for each CD or audio cassette;
   v. $3.00 for each DVD

b. **Labor**:

   $15.00 per hour for actual time to locate, compile, and produce the records for any copy request of 50 pages or more.

c. **Overhead**

   20% of the total labor charge for any request of 50 pages or more.

d. **Materials**

Actual cost of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

IV. **Cost Reconciliation:** If the estimated cost provided to the Requestor is more or less than the actual cost of producing the Requested Records, the Association shall, within thirty (30) days after producing the Requested Records, submit to the Requestor, either an invoice for additional amounts owed or a refund of the overages paid by the Requestor. If the final invoice includes additional amounts due from the Requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) day after the date the invoice is sent to the Requestor, may be added to the Owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the Requestor is entitled to a refund, and the refund shall be issued to the Requestor not later than the thirtieth (30th) business day after the date the invoice is sent to the Requestor.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

Chancel Community Association, Inc., a Texas non-profit corporation

By: _____
David R Glunt, President

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on October 21, 2013, by David R Glunt, President of The Chancel Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 351211-01

ER 051 - 31 - 0327

CERTIFICATE OF ADOPTION OF DOCUMENT RETENTION POLICY
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090426796., as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel community; and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005(m)") thereto; and

WHEREAS, Section 209.005(m) requires a property owners' association to retain certain documents for a prescribed period of time; and

WHEREAS, Section 209.005(m) requires a property owners' association to adopt and comply with a document retention policy; and

WHEREAS, the Board has determined that in connection with retaining certain Association documents, and to provide a clear and definitive period of time to retain certain Association documents, it is appropriate for the Association to adopt a document retention policy; and

WHEREAS, the Bylaws of the Association provide that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, at which at least a majority of the Directors were present and duly passed the document retention policy described herein below (the "Document Retention Policy").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on December 8, 2011, at which at least a majority of Directors were present, the Board duly adopted the Document Retention Policy set forth below. The Document Retention Policy is effective January 1, 2012, and supersedes any guidelines for document retention which may have previously been in effect. The Document Retention Policy is as follows:

I. **General Policy**: It is the policy of the Association to maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records. The following list shall serve as a guideline and is not necessarily an exclusive list of all Association documents. Documents not listed below are not subject to retention. Upon expiration of the retention date, the applicable documents will be considered not maintained as a part of the Association books and records and are subject to destruction in a manner deemed appropriate by the Board.

II. **Permanent Records**: The Association will maintain the following records as permanent records of the Association:

a. Certificate of Formation (or Articles of Incorporation) of the Association, and all amendments or supplements thereto;
b. Bylaws of the Association and all amendments or supplements thereto; and

c. Restrictive covenants, and all amendments or supplements thereto.

III. **Seven Years**: The Association will maintain the following documents for a period of at least seven years from the date the document was created:
   a. All financial books and records of the Association;
   b. Minutes of the meetings of the members of the Association and meetings of the Board of Directors of the Association; and
   c. The Association's tax returns and audit records.

IV. **Five Years**: The Association will maintain the account records of current owners for a period of at least five years from the date the document was created.

V. **Four Years**: The Association will maintain contracts with a term of one year or more for four years after the expiration of the contract term.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

Chancel Community Association, Inc., a Texas non-profit corporation

By: _____
David R Glunt, President

ER 051 - 31 - 0329

THE STATE OF Texas §

§

COUNTY OF Harris §

This instrument was acknowledged before me on October 21, 2013, by David R Glunt, President of the Chancel Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 351211-01

CERTIFICATE OF ADOPTION
OF
UNITED STATES, STATE OF TEXAS AND UNITED STATES ARMED FORCES
FLAG DISPLAY GUIDELINES
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

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

WHEREAS, the Board of Directors (the "Board") of Chancel Community Association, a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the The Chancel community (the "Community"); and

WHEREAS, Section 202.012 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags of the United States, the State of Texas and any branch of the United States armed forces (herein, collectively called "flags" and individually called "flag"); and

WHEREAS, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013 (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding the display of flags which may have previously been in effect for the Community unless such restrictive covenants, guidelines or policies are in conflict with the Flag Display Guidelines, in which case the terms of the Flag Display Guidelines will control. The Flag Display Guidelines are as follows:

CATEGORY 1

(HOUSE OR GARAGE MOUNTED FLAGPOLES)

Flagpoles may be mounted on the house or garage as long as they are six (6') feet in height or less using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

CATEGORY 2

(IN-GROUND MOUNTED FLAGPOLES)

Flagpoles may be mounted in-ground and in the front yard as long as they are more than six feet (6') in height but no more than twenty (20') feet in height when measured from ground level (including all flagpole ornamentation) within a lot having a front building setback line with a setback of not less than fifteen (15') feet extending the full width of the lot between the front lot line and the front building setback line. In-ground flagpoles must be in compliance with applicable easements, building lines, set backs and ordinances.

Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flagpole must be installed.If a flag is only going to be displayed on specific holidays (as per the United States Flag Code [4 U.S.C. Section 1, *et. seq.*] [the "Flag Code"]) or less frequently than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The size of the flag must be appropriate for the height of the flagpole, but, in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and, if this footing is visible, it must be screened with adequate landscaping.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

I. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval;

II. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be displayed at any one (1) time;

III. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces;

IV. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two [2] bulbs) with a total of no more that 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval;

V. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn, it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe, or if the paint is chipped or faded, it must be replaced, repaired or removed immediately;

VI. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole;

VII. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to, applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions; and

VIII. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

Chancel Community Association Inc,
a Texas non-profit corporation

By: _____
David R Glunt, President

ER 051 - 31 - 0332

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 11, 2013, 2013 by David R Glunt, President of Chancel Community Association, a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 29, 2014

_____
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057

File No. 351211-01

CERTIFICATE OF ADOPTION
OF
DROUGHT-RESISTANT LANDSCAPING AND
WATER-CONSERVING NATURAL TURF GUIDELINES
OF
CHANCEL COMMUNITY ASSOCIATION INC.

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

WHEREAS, the Board of Directors (the "Board") of Chancel Community Association Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Chancel community (the "Community"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2013, to add Section 202.007(a)(4), 202.007(d)(8), and 202.007(d-1) concerning drought-resistant landscaping and water-conserving natural turf; and

WHEREAS, Section 202.007(d)(8) allows a property owners' association to require an owner to submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the property owners' association to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision; and

WHEREAS, the Board has determined that it is appropriate for the Association to adopt guidelines regarding drought-resistant landscaping and water-conserving natural turf; and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly passed guidelines regarding drought-resistant landscaping and water-conserving natural turf described herein below (the "Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines. The Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines are effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding drought-resistant landscaping or water-conserving natural turf which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines, in which case the terms in the Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines will control. The Drought-Resistant Landscaping and Water-Conserving Natural Turf Guidelines are as follows:

Drought-resistant landscaping or water-conserving natural turf shall not be used on any lot unless the following minimum conditions are met:

I. An owner must submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the Association to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Community. Artificial turf and landscaping is not permitted.

II. The Association reserves the right to adopt further guidelines pertaining to landscape design permitting or excluding certain drought-resistant landscaping or water-conserving natural turf based on the aesthetic compatibility with other landscaping in the Community, and any use of drought-resistant landscaping or water-conserving natural turf, to the extent practicable, shall be in compliance therewith.

EXECUTED on the date of the acknowledgment set forth herein below, to be effective as set forth above.

Chancel Community Association Inc.,
a Texas non-profit corporation

By: _____
David R Glunt, President

ER 051 - 31 - 0334

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 11, 2013, by David R Glunt, President of Chancel Community Association, a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057

File No. 351211-01

CERTIFICATE OF ADOPTION
OF
ADJACENT LOT USE GUIDELINES
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

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

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Chancel community (the Community); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective June 14, 2013, to add Section 209.015 ("Section 209.015") thereto; and

WHEREAS, Section 209.015(a)(1) of the Texas Property Code defines "adjacent lot" (herein called "Adjacent Lot") to mean: (i) a lot that is contiguous to another lot that fronts on the same street; (ii) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or back property line; or (iii) if permitted by the dedicatory instruments of the property owners' association, any lot that is contiguous to another lot at the back property line; and

WHEREAS, Section 209.015(a)(2) of the Texas Property Code defines "residential purpose" (herein called "Residential Purpose" or "Residential Purposes") with respect to the use of a lot: (i) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (ii) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by the dedicatory instruments of the property owners' association, the parking or storage of a recreational vehicle; and

WHEREAS, the Board has determined that in connection with the adoption of guidelines on the use of an Adjacent Lot for Residential Purposes in the Community, it is appropriate for the Association to adopt the guidelines set forth in Section 209.015 and described herein below (the "Adjacent Lot Use Guidelines"); and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on the 21st day of October, 2013 (the Adoption Meeting), at which at least a majority of the members of the Board were present and duly passed the Adjacent Lot Use Guidelines.

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Adjacent Lot Use Guidelines. The Adjacent Lot Use Guidelines are effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding the Residential Use of Adjacent Lots described in the Adjacent Lot Use Guidelines which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Adjacent Lot Use Guidelines, in which case the terms in the Adjacent Lot Use Guidelines will control. The Adjacent Lot Use Guidelines are as follows:

a. An owner must obtain the approval of the Association or, if applicable, an architectural committee established by the Association or the Association's dedicatory instruments, based on criteria prescribed by the dedicatory instruments of the Association specific to the use of a lot for Residential Purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the Residential Purposes, before the owner begins the construction, placement or erection of a building, structure or other improvement for the Residential Purpose on an Adjacent Lot.

b. An owner who elects to use an Adjacent Lot for Residential Purposes shall, on the sale or transfer of the lot containing the residence:

1) Include the Adjacent Lot in the sales agreement and transfer the Adjacent Lot to the new owner under the same dedicatory conditions; or

2) Restore the Adjacent Lot to the original condition before the addition of the improvements allowed under these Adjacent Lot Use Guidelines to the extent that Adjacent Lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.

c. An owner may sell the Adjacent Lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the Association's dedicatory instruments unless the Adjacent Lot has been restored as described by Subsection (b)(2) above.

EXECUTED on the date of the acknowledgment set forth herein below, to be effective as set forth above.

CHANCEL COMMUNITY ASSOCIATION, INC.
a Texas non-profit corporation

By: _____
David R Glunt, President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 11, 2013, by David R Glunt, President of the Chancel Community Association, a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057

File No. 351211-01

CERTIFICATE OF ADOPTION
OF
SOLAR ENERGY DEVICES GUIDELINES
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090426796., as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel community; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

WHEREAS, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, at which at least a majority of the Directors were present and duly passed the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on October 21, 2013, at which at least a majority of the Directors were present, the Board duly adopted the Solar Energy Devices Guidelines. The Solar Energy Devices Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Chancel community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

CATEGORY 1
(ROOF MOUNTED SOLAR ENERGY DEVICE)

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage street or adjoining streets and

must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.

b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.

c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

CATEGORY 2
(NON-ROOF MOUNTED SOLAR ENERGY DEVICE)

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.

b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.

b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.

c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.

d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.

e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

CHANCEL COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

By: _____
David R Glunt, President

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on October 21, 2013, by David R Glunt, President of the Chancel Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

ER 051 - 31 - 0339

WHEN RECORDED RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 351211-01

CERTIFICATE OF ADOPTION
OF
RAINWATER HARVESTING SYSTEM GUIDELINES
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090426796, as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel community; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.007(d)(7) (collectively "Section 202.007(d)") thereto; and

WHEREAS, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, at which at least a majority of the Directors were present and duly passed guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on October 21, 2013, at which at least a majority of the Directors were present, the Board duly adopted the Rainwater Harvesting System Guidelines. The Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Chancel community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.

b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.

c. No advertising slogans, logo, printing or illustration shall be permitted upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.

d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.

e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

CHANCEL COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

By: _____
David R Glunt, President

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on October 21, 2013, by David R Glunt, President of the Chancel Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 351211-01

ER 051 - 31 - 0341

ER 051 - 31 - 0342

CERTIFICATE OF ADOPTION
OF
SHINGLE CRITERIA
OF
CHANCEL COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the Chancel Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Harris County, Texas under Clerk's File No. 20090426796, as said instrument has been or may be amended or supplemented from time to time, encumbering the Chancel Community Association Inc.; and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

WHEREAS, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

WHEREAS, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on October 21, 2013, at which at least a majority of the Directors were present and duly passed the criteria described herein below (the "Shingle Criteria").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at a meeting of the Board held on October 21, 2013, at which at least a majority of the Directors were present, the Board duly adopted the Shingle Criteria. The Shingle Criteria is effective upon recordation of this Certificate in the Official Public Records of Harris County, Texas, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Chancel Community Association Inc.. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide

solar generation capabilities. Provided however, the Acceptable Shingles, when installed: (i) must resemble the shingles used or otherwise authorized for use on property in the Chancel community; (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Chancel community; and (iii) must match the aesthetics of the properties surrounding the owner's property.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

CHANCEL COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation

By: _____
David R Glunt, President

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on October 21, 2013, by David R Glunt, President of Chancel Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas

WHEN RECORDED RETURN TO:

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 351211-01

ER 051 - 31 - 0343

SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE CHANCEL (AMENDMENT)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by WB Chancel Development Partners, L.P., a Texas limited partnership, (hereinafter sometimes called "Declarant"):

W I T N E S S E T H:

WHEREAS, WB Chancel Development Partners, L.P.., as Declarant, executed that one certain Declaration of Covenants, Conditions, and Restrictions of The Chancel, on September 15, 2009, which was recorded on October 20, 2009, under Harris County Clerk's File No. 20090426796 (the "Declaration"); and

WHEREAS, Declarant desires to amend certain sections of the Declaration by this Supplemental and Amended Declaration and Declarant has the authority to unilaterally amend the Declaration without the joinder or consent of any party;

NOW, THEREFORE, Declarant hereby declares that the real property described in the Declaration, including the improvements constructed or to be constructed thereon, as well as any real property annexed to be subject to the Declaration, is hereby subjected to the provisions of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, in this Supplemental Declaration and hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1.
Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.
Amendment

Section 1. Article XII, Section 12.2 of the Declaration allows the Declarant to unilaterally amend the Declaration from time to time during the Development Period without the joinder or consent of any party. The Declaration is hereby amended as follows:

Article I, Section 1.8 which is the definition of Conveyance Fee, is hereby deleted in its entirety.

Article I, Section 1.21, which is the definition of Lot, is hereby amended by the addition of the following language, at the end of the definition, as if originally a part thereof:
"There are or will be a total of 137 Lots in the Property."

Article VII, Section 7.8 regarding Conveyance Fees is hereby deleted in its entirety.

Article VII, Section 7.11 is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:
"Section 7.11. Administrative Fee; Estoppel Certificates. The Association may charge an Administrative Fee for changing the books and records of the Association upon the conveyance or transfer of the ownership of any Lot and/or upon the creation or refinance of a Mortgage on any Lot. The Association shall, upon demand and for a reasonable charge, and/or as part of the Administrative Fee, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid and other related information. A properly issued certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Any fee allowed herein may be charged by, and paid to, a management company hired by the Association to manage its affairs in lieu of payment to the Association. The current amount of such Administrative Fee is $250.00, which amount may be changed prospectively, but not retroactively, in the discretion of the Board of Directors of the Association, if circumstances warrant."

Article VII, Section 7.15 is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:
"Section 7.15. Subordination of the Lien to Mortgages. The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage; 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 Lot or Tract pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed

of trust or a foreclosure of the Assessment lien retained and reserved herein. Sale or transfer of any Tract shall not affect the Assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any Assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. The Owner of such Tract prior to such sale or foreclosure shall remain personally liable, for the assessments due prior to such sale or foreclosure. Sale or transfer or foreclosure shall not relieve any Tract from the liability of any subsequent assessments or from the lien thereof."

Executed this 11th day of November, 2013.

ER 051 - 31 - 0346

DECLARANT:

WB CHANCEL DEVELOPMENT PARTNERS, L.P., a Texas limited partnership
By: WB Chancel GP, LLC, a Texas limited liability company, its General Partner

By: _____
Name: David R Glunt
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of November, 2013, by David Glunt, President of WB Chancel GP, LLC, which is the general partner of WB Chancel Development Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

SHANNON D. ROACH
MY COMMISSION EXPIRES
September 23, 2014

_____
Notary Public, State of Texas