



RESTRICT 2007006512

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KINGDOM HEIGHTS**

After Recording Return To:

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KINGDOM HEIGHTS**

STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION is made on the date hereinafter set forth by 572-Three, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fort Bend County, Texas known as Kingdom Heights, Section One, a subdivision of 157.0256 acres and containing 338 lots, 9 blocks and 25 reserves out of the William Andrews League, Abstract No. 3, according to the map or plat thereof, filed on the 28th day of February 2006 under Clerk's File No. 20060032 of the Plat Records of Fort Bend County, Texas (the "Property"); and

WHEREAS, Declarant desires to develop the Property as a residential and commercial subdivision, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control and preserve the values and amenities of the Property for the development, improvement, aesthetic considerations, sale, common welfare of the community, use and enjoyment of the Property as a residential subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the amenities in said subdivision and enforcement of this Declaration, to create an Association (hereinafter defined) to which shall be delegated and assigned the authority to administer and

enforce these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be incorporated one or more non-profit corporations created under the laws of the State of Texas, including the first being Kingdom Heights Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Directors of which Association either have or will establish certain By-Laws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the By-Laws and/or other Dedicatory Instruments as that term is defined in the Texas Property Code. No more than one such non-profit corporation shall be in existence at any one time.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I. DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and the term is then not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in Article VII, Section A.
- B. "Assessment" means the assessment levied against all Lots for the purposes set out in Article XII, Section B, or for any other charge authorized by this Declaration, the By-laws, or Rules and Regulations.

C. "Association" means KINGDOM HEIGHTS COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors, assigns, or replacements which has jurisdiction over all properties located within the land encumbered under this Declaration, as same may be amended from time to time as additional property is annexed into the Subdivision (as herein defined) as allowed under this Declaration. However the Association shall not have jurisdiction over property located in Reserve D, which property is owned by the Declarant and is restricted to sanitary sewer lift station as shown in the recorded plat for the subdivision.

D. "Board" means the Board of Directors of the Association as provided within the By-laws.

E. "Builder" means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

F. "Building Setback Line" means a line established to represent the distance between a Lot boundary line and a line wherein the construction of particular improvements is prohibited.

G. "By-Laws" means the By-Laws of Kingdom Heights Community Association, Inc., as they may be amended from time to time.

H. "Commercial Reserve" means and refers to property located in Reserves "C", "G", "V" and "K" as shown in the Plat for the Subdivision, which is owned by the Declarant and is unrestricted and may be used for commercial and/or retail uses.

- I. "Common Area" means all real property owned in fee or held in easement by the Association for the common use and/or enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- J. "Declarant" means 572-Three, Ltd., its successors and assigns, as may be evidenced by a written instrument recorded in the public records of the Fort Bend County Clerk's office.
- K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Kingdom Heights or any other property brought under the control of this document, or any supplemental declaration and/or amendment thereto.
- L. "Driveway" shall refer to the access road from the Street that is constructed by the Owner to provide access to a residential Dwelling or any Accessory Outbuilding constructed on a Lot subject to prior written approval of the ARC.
- M. "Dwelling" means a structure or structures intended for residential use.
- N. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area, which are for the exclusive use and benefit of the Owners and occupants whose lots abut the Detention Reserves pursuant to Article VII, Section F(3).
- O. "Guidelines" means general, architectural, and/or builder guidelines, if any, promulgated by the Association, ARC, or Declarant that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot, and/or construction types and aesthetics which guidelines may be amended without notice to Owners. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive.
- P. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, yard art.

Q. "Homesite" means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.

R. "Lot" means a parcel of Property defined as one lot by the recorded plat and/or any replat thereof recorded in the public records of Fort Bend County, Texas, and encumbered by this Declaration. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then plat of record. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot. Further, as provided herein, no assessment shall attach to a Lot and/or assessed against a Lot until utility lines have been located on such Lot and the construction of the bordering/adjacent streets to the Lot has been completed.

S. "Member" means an Owner, as defined in this article, subject to the limitations set forth in Article IV, Section A, "Eligibility".

T. "Member in Good Standing" means a Member who has all assessments of every type and category paid up to date, has no outstanding financial obligations to the Association that are delinquent and is not noted of record (or within the records) of the Association to have a deed restriction violation on any Lots owned by such Member. This definition of "Member in Good Standing" may further be expanded by the definition in the Bylaws of the Association, which definition and Bylaws are incorporated herein by reference.

U. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.

V. "Property" means all of the property subject to this Declaration as same may be amended and/or supplemented from time to time as additional property is annexed into the Subdivision as allowed under this Declaration.

- W. "Recreational Sites" means Common Area Property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
- X. "Special Assessment" means an assessment levied under Article XII, Section D for a specific purpose.
- Y. "Kingdom Heights" and/or the "Subdivision" means Kingdom Heights Subdivision, located in Fort Bend County, Texas. The Subdivision is more particularly described in the Plat recorded under Clerk's File No. 20060032 in the Plat Records of Fort Bend County, Texas. Kingdom Heights may be supplemented as additional land is annexed into the Subdivision by the recording of a Supplemental Amendment.
- Z. "Supplemental Amendment" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant (and the Owner of the property) which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article III, Section B, of this Declaration to subject additional property to this Declaration.

ARTICLE II. PURPOSE AND INTENT

The Subdivision, as initially planned, is intended to be a residential development that is planned to feature residential and commercial uses. The Declarant may develop commercial projects in Reserves "C", "G", "K" and "V", which are unrestricted for commercial use, as shown in the recorded Plat for the Subdivision. These commercial projects may or may not be subject to this Declaration. Each owner acknowledges by purchasing land within the Subdivision that there may exist commercial projects, in and around the Subdivision. This Declaration shall serve as the means by which design, maintenance and use of the Property and eligible property anticipated to be a part of the Subdivision will be established.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

- A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Subdivision is more particularly described in the map or plat thereof, filed under Clerk's File No. 20060032 of the Real Property Records of Fort Bend County, Texas. Owners of Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the execution of this Declaration to annex any additional property into the Subdivision. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment setting forth the land being annexed and/or the specific restrictions relating to such property; provided, however, and notwithstanding anything contained herein to the contrary, Declarant reserves the right to establish a maintenance fee in an amount that is different from the maintenance fee amount provided herein for property annexed into the Subdivision after the date of recording of this Declaration. The maintenance fee amount, if different from the amount established herein, shall be enumerated in the Supplemental Amendment setting forth the land being annexed.

Subject to the provision of Article IV, Section C.2., the right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the twenty-five (25) year term granted above or upon the termination of Class "B" Membership pursuant to Article IV, Section C, whichever occurs first.

C. De-annexation of Property

For so long as Class "B" Membership exists, the Declarant, without the joinder of any other Owners or Members, may de-annex from the Subdivision any property owned by the Declarant.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

A. Eligibility

Eligibility to vote or serve as a representative, director or officer, after the expiration of the term of the initial Board of Directors, shall be predicated upon a Member being a Member in Good Standing with the Association. No Member shall be allowed to vote or hold office if that

Member is noted of record (or within the records) of the Association to have a deed restriction violation on one or more Lots in the Subdivision.

B. Membership

The sole criteria to become a Member of the Association is to hold title to a Lot within the Subdivision. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all votes for, or all votes against a particular issue) but in no event can there be more than one vote cast per Lot.

All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

In consideration for payment of Assessments, all Owners of Lots in the Subdivision and subsequently annexed sections if any, shall have the right to the use and enjoyment of the Common Areas and recreational facilities, if any, in the Subdivision.

C. Voting Rights

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote shall be granted to Class A Members for each Lot owned.

Class B Membership

Class B Members shall include the Declarant and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Ten (10) votes shall be granted to Class B Members for each Lot owned.

Declarant shall retain its Class B membership and retain control and authority to appoint all members of the Board of Directors of the Association until the earlier to occur of the following:

1. Declarant has sold one hundred percent (100%) of the platted Lots, and/or any portion of the Commercial Reserves.
2. The Declarant desires to release such control and authority to the Association as evidenced by an instrument recorded in the Real Property Records of Fort Bend County, or
3. January 1, 2031.

At such time, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the Members of the Board of Directors of the Association pursuant to the provisions of the Certificate of Formation and the By-Laws of the Association. In the event Class B membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning more Lots or Commercial Reserves in the Subdivision, Declarant's Class B Membership shall be restored until it again terminates as specified above. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

D. Voting Procedures

Class A and Class B members shall exercise their votes as set out in the By-Laws.

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Official Public Records of Fort Bend County, Texas.

ARTICLE VI. USE RESTRICTIONS

A. Residential Uses Permitted

Homesites within the Subdivision shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for Owners to lease a residence in the Subdivision, so long as tenants are leasing the entire land and improvements comprising the Homesite. Notwithstanding anything contained herein to the contrary, no Owner may lease a residence to a registered sex offender.

No residence shall be occupied by more than one single family. By way of illustration the following charts each depict an example of an approved single family:

For the purposes of these examples, the Owner(s) are considered the control level which establishes the other approved residents.

EXAMPLE NO. 1

No more than a total of 2 parents of the control level		
<i>Control Level:</i> Husband & Wife	One Person Not So Related	One Household Employee
Children of Husband and/or Wife		

EXAMPLE NO. 2

No more than a total of 2 parents of the control level	
<i>Control Level:</i> Roommate One Roommate Two	One Household Employee
Children of either or both Roommates	

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a builder with approval of the Declarant with respect to its development and sale of the Property. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Homesite more than once per year shall be considered business activity and therefore prohibited.

No business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view in residential sections of the Subdivision, other than service vehicles contracted by Owners of Homesites to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in a residential section of the Subdivision, without prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.

2. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite, any Lot, or the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way, unless such vehicle or object

is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width 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 or be parked on a grassy area. The restriction concerning commercial advertising shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle for more than seven (7) days in any calendar month.

No more than three (3) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) may be parked on the Driveway of a Homesite at any time. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, unless otherwise completely concealed in an enclosed garage, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the property and such storage is strictly prohibited unless same is completely concealed in an enclosed garage. A vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle not incident to residential use of a Homesite. Additional rules and regulations for the use, maintenance, and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time greater than seventy-two (72) hours. A recreational vehicle with not more than two (2) axles may be parked in front of or on the Homesite for up to seventy-two (72) hours for loading, and unloading only.

Parking of any vehicle other than in a Driveway or within an enclosed garage of a Homesite or other paved area provided for parking is expressly prohibited.

D. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole opinion of the Board. Air conditioners, garbage containers, antennas to the extent reasonably possible and pursuant to Article VI, Section K. Antennas, or like equipment, shall not be kept in the open, exposed to public view, or exposed to view from adjacent Homesites. Air conditioners, utility boxes, garbage containers, and antennas to the extent reasonably possible and pursuant to Article VI, Section K. Antennas, or like equipment must be screened from view and placed in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. A combination of trees, hedges, shrubs or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

E. Outside Storage and Trash Disposal Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No burning of trash, rubbish, garbage or debris of any kind shall be permitted on any Lot. All such materials shall be placed in sanitary refuse containers constructed of metal or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing, subject to this section and subject to prior written approval of the ARC, until picked up. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited materials from such Owner's Lot at such Owner's expense.

F. Notices and Easements

1. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Fort Bend County and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, utility poles, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct

or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, utility poles and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors or Declarant.

2. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, and other landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and

transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the green belts, ponds, or other bodies of water to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to any landscape/open space reserves and/or greenbelts.

3. Detention Reserves

Owners of Lots within the Subdivision are advised that there exist Reserves "L," "W," and "T," which reserves are restricted in their use for recreation and detention, as shown on the recorded plat of the Subdivision (hereinafter, collectively referred to as the "Detention Reserves"). Owners of Lots within the Property hereby agree to hold

hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation and/or maintenance of Detention Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation of the Detention Reserves. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Detention Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative water level variances and/or any future change in use of the Detention Reserves.

Owners whose Lots are adjacent to or abut the Detention Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Detention Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Detention Reserves to their condition immediately prior to said infiltration.

4. Parks

(a) Owners of Lots within the Property are advised that there exist Reserve "E", "I", "M", "N", "O", "P" and "Q", which reserves are restricted in their use to recreation and drainage purposes, as shown on the recorded plat of the Subdivision (hereinafter, referred to collectively as the "Parks"). Owners of Lots within the Property hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the existence and maintenance of the Parks, and agree to indemnify the parties released from any damages they may sustain. Such Parks will be owned and maintained by Municipality Utility District No. 176 ("MUD"). Owners further grant an easement to the Declarant, MUD, and the Association for any incidental noise, lighting, odors and/or traffic which may

occur due to the existence of the Parks. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative any future change in use of the Parks.

(b) There is hereby reserved and granted to the Owner of that portion of the Property hereinabove defined as the Parks along with such Owner's servants, independent contractors, agents, members, guests and invitees (collectively, the "Park Users"), a nonexclusive easement over and across the Property, or portions thereof as provided below, for the following purposes:

(i) Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls) over, across, and upon the Property;

(ii) Doing of every act necessary and incident to the playing of recreational activities on or within the Parks, including, lighting of parking facilities; and,

(iii) Creation of noise related to the normal maintenance, operation and recreational activities of the Parks, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

(c) Damage by Errant Sports Balls. Owners of portions of the Property, their successors and assigns, hereby acknowledge and agree that the existence of Parks within the Property is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of the Property located adjacent to, or in close proximity to, the Parks are subject to the risk of damage or injury due to errant sports balls. Owners of portions of the Property, their successors and assigns, hereby assume the risk of damage and injury and hereby release the Owner of the Parks, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around the Property. (d) Owners whose Lots are adjacent to or abut the Parks shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Parks. Any Owner permitting or causing such

infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Parks to their condition immediately prior to said infiltration.

5. Landscape Reserves

Owners of Lots within the Property are advised that there exist Reserve "B", "H", "R", "S", "X", and Reserve "Y", which reserves are restricted in their use to landscape purposes, as shown on the recorded plat of the Subdivision (hereinafter, the "Landscape Reserves"). Owners of Lots within the Property hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the existence and maintenance of the Landscape Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors and/or traffic which may occur due to the existence of the Landscape Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative any future change in use of the Landscape Reserves.

Owners whose Lots are adjacent to or about the Landscape Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Landscape Reserves. Any owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Landscape Reserves to their condition immediately prior to said infiltration.

6. Sanitary Sewer Lift Station Site

Owners of Lots 10, 11, and 12, in Block 1 of the Property are advised that there exists Reserve "D" which reserve is restricted in its use to a sanitary sewer lift station site, as shown on the recorded plat of the Subdivision (hereinafter, the "Lift Station Site"). Owners hereby agree to hold harmless the Declarant and the Association, and

their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Lift Station Site and agree to indemnify the parties released from any damages they may sustain.

Owners further grant two sanitary control easements to the Declarant and the Association, described in detail under Clerk's File Number 2005131346 of the Fort Bend County Deed Records, for any incidental noise and visibility of the Lift Station Site, and/or traffic which may occur due to the existence of the Lift Station Site. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative any future change in use of the Lift Station Site.

Owners of Lots 10, 11, and 12 shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Lift Station Site. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Lift Station Site to its condition immediately prior to said infiltration.

7. Pipeline Easement

Owners of Lots within the Subdivision are advised that as shown on the recorded plat of the Subdivision, there exists a Magnolia Petroleum Co's 30' Pipeline Easement running from the southeast to the northwest of the Subdivision, which easement is more particularly described in Volume 198, Page 399, and Volume 198, Page 562, of the Fort Bend County Deed Records (the "Pipeline Easement"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Pipeline Easement and agree to indemnify the parties released from any damages they may sustain.

Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Pipeline Easement, and/or traffic which may occur due to the existence of the Pipeline Easement. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor, Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Pipeline Easement.

Owners whose Lots are adjacent to or abut the Pipeline Easement, shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Pipeline Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Pipeline Easement to its condition immediately prior to said infiltration.

8. Drill Site

Owners of Lots within the Subdivision are advised that there exists Reserve "F" which reserve is restricted in its use as a drill site (for any oil, gas and mineral development) as shown on the recorded plat of the Subdivision (hereinafter, the "Drill Site"). Declarant has made no effort to protect Owners, or the licensees and invitees of Owners with regard to the existence of the Drill Site. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Drill Site and agree to indemnify the parties released from any damages they may sustain. The Declarant has the right, but not the obligation, to dedicate the Drill site for recreational use. Under this right and at the discretion of the Declarant, the Declarant may place recreational equipment thereon. However, in the event that the mineral owners chose to exercise their rights to use the drill site, the Declarant and/or the Association will remove any equipment placed on the site at the expense of the Declarant if during Class B Membership, and at the expense of the Association if Class B Membership has expired.

Owners further acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or maintenance of the Drill Site and Owners expressly grant an easement to the Declarant and the Association and each of their successors and assigns an easement for any incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or maintenance of the Drill Site.

Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties other than those stated in this Declaration, nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the safety or any future change in use of the Drill Site.

Owners shall take care and shall not permit trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Drill Site. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Drill Site to its condition immediately prior to said infiltration.

9. Access Points

Owners of Lots within the Subdivision are advised that there exist numerous access points between Lots that abut the Parks throughout the Subdivision, as shown on the recorded plat of the Subdivision (hereinafter, the "Access Points"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Access Points and agree to indemnify the parties released from any damages they may sustain.

Owners further acknowledge that there may be incidental noise, lighting, odors, and/or foot traffic which may occur due to the existence and/or maintenance of the Access Points and Owners expressly grant an easement to the Declarant and the Association and each of their successors and assigns an easement for any incidental

noise, lighting, odors, and/or foot traffic which may occur due to the existence and/or maintenance of the Access Points.

Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the safety or any future change in use of the Access Points.

Owners shall take care and shall not permit trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Access Points. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Access Points to their condition immediately prior to said infiltration.

10. Easements to Serve Additional Property

The Declarant and the Association and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total

number of Dwellings and buildings within the Properties and on such portion of the property.

11. Monuments and Fences

The Declarant and/or the Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to the Subdivision.

Any new fencing will be in compliance with this Declaration and the Guidelines and will be subject to the prior approval of the ARC. For any existing fencing, there will be no such requirements. All fencing installed on the portion of any Lot which abuts green belts, lakes, ponds, and Reserves "E", "I", "M", "N", "L", "O", "P", "Q", "T" and "W", as referred to in this Declaration as Detention and Parks, are subject to fencing requirements as set out by the ARC which fences shall be wrought iron in appearance and shall not exceed four feet (4') in height and shall be in a location and of a material and design equal to Ameristar Products and as required in the Guidelines and as approved by the ARC. However, access to such green belts, lakes ponds and Reserves, shall be through approved Access Points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates are subject to prior ARC approval.

An Owner's Lot shall be considered abutting or adjacent to the green belts or pond for fencing requirements even if a common area is between the Lot and the green belt or pond.

On all other Lots, side and rear fencing shall be required and shall be in a location and of a material and design as required by this Section, the Guidelines and as approved by the ARC.

Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each

Lot Owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the Subdivision in the sole discretion of the Board, the Association shall have the right, but not the obligation, to enter such property for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

12. Perimeter Fence

The Declarant and/or the Association has the right, without the obligation, to install a perimeter fence (the "Perimeter Fence") along the Kingdom Height Boulevard and on a portion of the adjacent Lots, as shown on the recorded plat of the Subdivision (the "Perimeter Fence Area"). The Perimeter Fence, if any is installed, may be placed on all or a portion of the Perimeter Fence Area. The design and style of the Perimeter Fence shall be determined by the sole decision of the Declarant. The Association shall be responsible for the maintenance and repair of the Perimeter Fence, which maintenance and repair shall be performed and the need thereof determined in the sole discretion of the Association. An Owner may not alter, modify, replace, and/or remove the Perimeter Fence. Further, an Owner shall not place improvements, including, but not limited to, landscaping on the Perimeter Fence. In the event any Owner alters, modifies, replaces, and/or removes the Perimeter Fence and/or places any improvements on the Perimeter Fence, the Association shall have the right, but not the obligation, to enter upon the Owner's Lot and/or property to restore the Perimeter Fence to its condition immediately prior to any alteration, modification, replacement and/or removal of the Perimeter Fence or the placement of improvements on the Perimeter Fence; any expense incurred by the Association in effectuating the purpose of the foregoing sentence shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot.

The Declarant, the Association, and their designees shall have an access and maintenance easement over and across the Perimeter Fence Area to the extent reasonably

necessary to exercise their rights and responsibilities under this Section. The easements granted to the Declarant, any successor declarant, and/or the Association under this Section may be exercised without notice to the Owner(s) on whose property a portion of the Perimeter Fence, if any, is installed.

13. Utility Pole Easement

Owners of Lots within the Subdivision are advised that utility poles may exist along the perimeter of the Property. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the utility poles and agree to indemnify the parties released from any damages they may sustain.

Owners further acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or maintenance of the utility poles and Owners expressly grant an easement to the Declarant and the Association and each of their successors and assigns an easement for any incidental noise, lighting, odors, and/or traffic which may occur due to the existence and/or maintenance of the utility poles.

Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties other than those stated in this Declaration, nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the existence of the utility poles.

14. Internet/Cable Service

Owners of Lots within the Subdivision are advised that at the time of recordation of this Declaration, it is anticipated that the Association may enter into a contract with an internet/cable service provider for provision of internet and cable services to Lots within the Subdivision. Owners of each Lot shall be charged a fee for such services, which fee shall be collected in the same manner as the assessments provided herein and shall be secured by a continuing lien upon the Homesite and Lot against which such fee is

assessed. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, availability/unavailability, quality, and/or maintenance of the internet/cable service or interruption of such services and agree to indemnify the parties released from any damages they may sustain.

Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties other than those stated in this Declaration, nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the existence, future availability or quality of the internet/cable service.

G. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.

2. Political Signs. Not more than two political signs, not exceeding 2' x 3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

3. School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each child under the age of eighteen (18) residing in the Dwelling, and said signs

may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs and emblems within the Subdivision are subject to the Guidelines promulgated by the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as acceptable for Builder use in the Guidelines promulgated by the ARC and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Subdivision in violation of this Declaration, the Association or its agents shall have the right but not the obligation, to enter upon any Lot or Homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

H. Common Areas

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the Common Areas or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that causes damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty

[30] days) shall be assessed against the Member's Homesite and secured by the continuous lien set forth in Article XII, Section A of this Declaration.

The Exclusive Common Area, as defined in Article I, Section N shall be the property that lies between the property boundary of each Lake Lot and the water's edge of each lake in the Subdivision. This property includes all property adjacent to the Lake Lots that is not covered by the water contained in the various lakes, located in Restricted Reserves "L", "T", and "W", as indicated on the recorded plat of the Subdivision. This Exclusive Common Area shall be utilized exclusively by Owners of the Lots adjacent to each respective Restricted Reserve and the Association.

I. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the aesthetics of the Subdivision. Appropriate window treatments would include, by way of illustration, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the aesthetics of the Subdivision, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision.

J. Deed Restriction Enforcement

1. Authority to Promulgate Rules and Regulations

The Board of Directors has the authority to promulgate reasonable rules and regulations concerning enforcement of the covenants and restrictions contained in this Declaration, any Supplemental Amendment and/or amendments concerning the use and enjoyment of Common Areas.

2. Attorney's Fees and Fines

In addition to all other remedies that may be available, after notice and an opportunity to be heard as required by §209 of the Texas Property Code as same may be amended, the Association has the right to collect attorney fees and/or fines as set by the Board from any Owner that is in violation of this Declaration, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Association. Said attorneys fees and fines shall be secured by the continuing lien on the Lot.

3. Remedies

Every Owner shall comply with all provisions of this Declaration, the By-Laws, and the rules and regulations of the Association, all other dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in this Declaration and may avail itself of any and all remedies provided in this Declaration, any amendment, Supplemental Restriction, the By-Laws or any other dedicatory instruments. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

4. Enforcement by Owners

Each Lot Owner is empowered to enforce the covenants; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights retained by the Association regarding Assessments.

K. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Homesite, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require, as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Association setting out preferred alternate locations for antennas.

L. General Nuisances

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Homesites, and users of the Detention Sites, Recreational Sites, or Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

M. Tree Removal

No trees greater than three (3) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

N. ~~Animals and Pets~~

No animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. If, in the sole discretion of the Association, any pet endangers the health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Dwellings or the Owner of any portion of the Property it shall be removed upon request of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling and/or fence be confined on a leash held by a responsible person.

O. ~~Swimming Pools/Spas~~

No above ground swimming pools are permitted. All swimming pools and spas require architectural approval as set out in Article VII herein.

P. ~~Window Air Conditioning Units~~

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit, is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling. All window air conditioning units require architectural approval as set out in Article VII herein.

Q. ~~Ponds and Other Water Bodies~~

Swimming, or other similar activities shall not be permitted within the ponds, Detention Reserves or other bodies of water within the Subdivision. The Board of Directors has the right to promulgate rules and regulations governing the use of the ponds, Detention Reserves, and other bodies of water. 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 ponds, Detention Reserves or other bodies of water within or adjacent to Property.

Non-motorized boats and canoes not in excess of sixteen (16) feet are permitted on the Detention Reserves, but no boat with a motor other than an electric trolling motor is permitted, unless such boat is being used by an authorized agent of the Association for the purpose of maintaining the Detention Reserves. No docks, piers or bulkheads shall be permitted along the Detention Reserves, without the prior written approval of the ARC. No boats or recreational water craft of any kind shall be permitted to be stored on or about the banks of the Detention Reserves. No swimming and/or wading is permitted in the Detention Reserves.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of any ponds, Detention Reserves or other bodies of water within the Subdivision for the irrigation of the Common Areas, for any other purpose deemed appropriate by the Board or Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

R. Exterior Holiday Decorations

The display of exterior holiday decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, promulgated by the Association. Such rules shall address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior holiday decorations are placed, or remain, within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such exterior holiday decoration, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

S. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior approval by the ARC. All basketball goals and/or backboards are subject to the Guidelines and Bulletins, and reasonable Rules and Regulations as to type, location, and hours of use promulgated by the ARC. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such basketball goal, net and/or backboard violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

T. Flagpoles

No flag pole of any kind may be kept, placed, or mounted, to any fence, or upon any Lot so as to be visible from public view. Flags mounted on a standard size flag pole inserted into a bracket on a house shall be permitted provided that the location and size of any flag shall be as provided in the Guidelines, but in no case may the size of the flag pole exceed five feet (5') in length. Such bracket-mounted flags shall be of the size and style intended for residential use on holidays and/or special occasions, and shall at all times be maintained and kept in good condition. If any flag pole is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such flag violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the association or its agent be liable for any accounting or other claim for such action.

A Builder and/or the Declarant may place certain information and advertising flags on model home Lots without the prior permission of the ARC, so long as such flags are similar to those listed as acceptable for Builder use in the Guidelines promulgated by the ARC. Such flags placed by a Builder or the Declarant on a Lot where a model home exists must be removed

within ten (10) days after the Builder or Declarant are no longer in the Subdivision selling homes or upon sale of the model home Lot to an end user, whichever occurs first.

The Declarant, by promulgating this Section, is not attempting to violate any Texas or Federal law. This Section shall be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

A. Architectural Review Committee - "ARC"

The initial ARC shall be composed of a minimum of three (3) and a maximum of five (5) individuals designated by Declarant and it shall be in the sole discretion of the Declarant as to how many individuals will sit on the ARC thereafter. One of the appointees may be designated as representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the first to occur of the following:

1. the Declarant no longer owns any Lots in the Subdivision, and/or Commercial Reserves, or
2. the Declarant so desires to relinquish its authority over ARC appointment, or
3. January 1, 2031.

At such time, the Board of Directors of the Association shall have the right to replace such ARC members by duly appointing three Owners who are Members in Good Standing with the Association. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board.

The Board shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

At any time prior to the happening of (1), (2), or (3) above, the Declarant may, without obligation, assign to the Board, or such other person the Declarant deems appropriate, all or a

portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

The ARC shall have the right, but not the obligation, to promulgate Guidelines as to construction types and aesthetics as set by the ARC, which may be changed at any time by the ARC without notice to the Owners.

B. ARC Approval Required

No buildings, hardscape, additions, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board of Directors, experienced or qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The ARC or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any amended or Supplemental Amendment, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article VI in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in the Declaration unless the ARC so notifies the Owner otherwise in writing within four (4) years

from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restriction of use contained herein.

Notwithstanding anything contained herein to the contrary, the ARC shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or as provided in the Guidelines, or such plans and specifications that in the sole discretion of the ARC will not be compatible with the overall character and aesthetics of the Subdivision. Further, in addition to the provisions of this Declaration, an Owner must comply with the Guidelines.

The ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Declaration, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in Article XV, Section F and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter any Homesite to determine if violations of this Declaration, the Guidelines, or any other documents

promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

The ARC has the right to charge a review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC.

C. Building Setbacks

No Dwelling, other structure, or improvement shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents, provided that a minimum rear setback equal to the rear utility, drainage, and sanitary sewer easement, if any, as shown on the applicable plat of the Property shall be observed on all Lots; and, provided further that a minimum side setback equal to the side utility, drainage, and sanitary sewer easement, if any, as shown on the applicable plat or five feet (5'), whichever is greater, shall be observed on all Lots and, with the exception of detached garages which may be constructed three feet (3') from side property lines provided such garage is constructed at least sixty-five feet (65') from the front property line. Driveways shall be permitted to be placed within a setback as approved by the ARC. Further, improvements, including but not limited to, the Dwelling, and other permitted structures shall not be allowed to be constructed in the area on or between the Building Setback line and the Lot boundary line. Driveways, sidewalks and passageways shall be permitted to be constructed in the building setback areas. Subject to the provisions of this Section, the construction of any other improvement within the building setback area shall require the written approval of the ARC. Notwithstanding anything contained herein to the contrary, no Dwelling, other structure or improvement may be placed, installed, and/or constructed within fifteen (15) feet from a pipeline easement.

D. Sidewalks

All Lots must have a sidewalk parallel to the street in front of the home and parallel to the side street on corner Lots. Said sidewalks shall include handicap ramps as required. It is further required that the sidewalks and ramps must conform with all Fort Bend County codes and specifications. The installation of Sidewalks shall be the responsibility of the Builder and as set out in the Guidelines. The Lot Owner shall be responsible for maintaining the sidewalks on the Lot in a safe and neat manner.

E. Landscaping

All open, unpaved space in the front and at the sides of a Homesite, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Subject to any notice and opportunity to be heard, as may be required by Texas law, any Owner who occupies a Dwelling in violation of this Section shall be subject to a fine, as determined by the Board of Directors, for each day such Owner is in violation of this Section. Any fine assessed under this Section shall be secured by the continuing assessment lien set out in this Declaration.

Any significant changes in the existing landscaping on any Homesite must have written approval from the ARC.

F. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or the Common Areas. Owners causing (either directly or indirectly) erosion or other incident damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

G. Temporary Structures

Temporary Structures may only be erected on undeveloped Property by Builders or the Declarant with the prior approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Subdivision.

H. Garages

Dwellings must at all times have either attached or detached garages pursuant to prior ARC approval. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for a living area.

I. Minimum Square Footage

All one-story Dwellings must contain a minimum of one thousand eight hundred (1800) square feet of living area which shall not include porches, garages or non-air conditioned areas. All two-story Dwellings must contain a minimum of two thousand two hundred fifty (2,250) square feet of living area which shall not include porches, garages or non-air conditioned areas. Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the unilateral right to develop the Subdivision, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain less than the square footage set forth in this Section.

J. Driveways

The Owner of each Lot shall construct and maintain at such Owner's expense a Driveway having a minimum width of ten (10) feet from the garage to the abutting Street, including the portion of the Driveway in the street easement. Each Owner shall also be responsible for repairing, at such Owner's own cost and expense any damage to the Street caused, directly or indirectly, due to the construction of and/or connection of the Driveway thereto. All Driveways shall be constructed with concrete, unless otherwise approved by the ARC. Further, the construction and maintenance of the Driveways is subject to this Section, the Guidelines and prior written ARC approval.

ARTICLE VIII. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including mail box, Driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, Driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

The Owner of each Lot shall keep such Owner's Lot mowed to prevent unsightly appearance of the Lot. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired by the Owner. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right and is hereby granted an easement to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the overall standard established within the Property and satisfactory to the Board, the Association, after ten (10) days' notice to the Owners of the Homesite setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to enter upon said Homesite and to maintain, cut, trim and/or restore such landscaping, grass or vegetation at the Owner's expense. Any such expenses incurred by the Association shall be secured by the continuing lien created in Article XII, Section A.

C. Dwelling Exterior

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite, including the exterior of the Dwelling or other structures and the parking areas, in a manner consistent with the overall standard established within the Property as solely determined by the Board of Directors of the Association, the Association, after thirty (30) days' notice to the Owner of the Homesite setting forth the action intended to be taken by the Association and after approved by a two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to repair, maintain, or restore the exterior of the Dwelling, sidewalks, other structure or parking areas at the Owner's expense. Any such expenses incurred by the Association shall be secured by the continuing lien created in Article XII, Section A.

D. Other Hazards

To the extent necessary to prevent rat infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling, or other improvement located upon such Homesite, without notice to take the action necessary to prevent such rat infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses incurred by the Association shall be secured by the continuing lien created in Article XII, Section A.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Members' replacement, repair and restoration practices as to the improvements on Property within the Subdivision are subject to the prior approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the ARC's sole discretion.

ARTICLE IX. STANDARDS AND PROCEDURES

The ARC may establish and promulgate the Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. Subject to the provisions of this Article, there shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth in this Declaration.

ARTICLE X. VARIANCES

The Board, upon the recommendation of the ARC, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration, any amendment, Supplemental Amendment or Guidelines, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require or when the Board, upon the recommendation of the ARC, determines, in its sole and absolute discretion, that such variance should be granted. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution of the variances which variance shall be signed by a

member of the Board. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration. Action of the ARC or Board of Directors in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

ARTICLE XI. LIMITATION OF LIABILITY

Neither Declarant, the Association, the ARC, the Board, nor any of the respective officers, managers, partners, directors, members, successors or assigns of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of their respective officers, partners, directors, agents, managers, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

ARTICLE XII. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot or Homesite, by virtue of ownership of Property within the Subdivision, covenant and agree to pay to the Association:

1. Annual Assessments; and
2. Special Assessments

The Annual, and Special Assessments together with attorney's fees, late fees, interest and costs shall be a charge and continuing lien upon the Homesite and Lot against which each such assessment is made. Each such assessment, together with attorney's fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. All payments shall be applied first to costs and attorney fees, then to interest, and then to delinquent assessments. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay assessments is a separate covenant on the part of each Owner of a Lot.

B. Purpose of Annual and Special Assessments

Annual and Special Assessments levied by the Association shall be used for any legal purpose for the benefit of the Subdivision as determined by the Association and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, sidewalks, fountains, parkways, , boulevards, esplanades, setbacks and entryways, patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, other services as may be in the Property's and Owner's interest and for promotion of the recreational interests of the Members which may include payment for recreational improvements on recreational sites, reserves and/or Common Area. Parkways, fountains, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement shall require the consent of a majority of the total number of directors of the Association. Additionally, assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for maintenance costs for the participation in any agreement among other property owners associations (whether residential, multi-family, commercial or mixed use) in the area and for

consolidated programs that provide consistency and economics of scale. Approval to enter such agreements shall require a majority vote of the Board. In addition, assessments levied by the Association may be used to obtain and carrying insurance as deemed reasonable by the Board of Directors and paying the premium cost thereof. In the event that the Declarant decides to build a recreation center in the future, assessments levied by the Association may be used to maintain such recreation center.

C. Annual Assessment

The Property shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner and the Declarant and shall constitute a lien, on the Homesite, or Lot(s), binding and enforceable as provided in this Declaration.

2. Rate

The initial Annual Assessment established by the Association shall not exceed Five Hundred Fifty and 00/100 Dollars (\$550.00) per Lot; provided, however, the fees, if any, assessed in connection with any cable/internet services as enumerated in Article VI, Section F.(14) shall be added to and be in addition to the initial Annual Assessment amount provided above. Notwithstanding anything contained herein to the contrary, Declarant reserves the right to establish Annual Assessment in an amount that is different from the Annual Assessment provided herein for property annexed into the Subdivision after the date of recording of this Declaration. The Annual Assessment amount, if different from the amount established here, shall be enumerated in the Supplemental Amendment setting forth the land being annexed. Declarant shall elect annually in writing to either subsidize the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members, or elect to pay assessments at the rate of twenty-five percent (25%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice to the Board each year by September 1 of the elected option. Failure to provide such written notice will result in Declarant being billed in the manner

of the last option taken by Declarant. A Builder shall be responsible to pay one hundred (100%) percent of the assessment of other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home Lot shall not be subject to any assessments created herein. Upon conveyance of such model home to a purchaser, said Lot shall thereafter be subject to all assessments and charges provided for in this Declaration and as secured by the lien created herein.

3. Commencement

For purposes of calculation, the initial Annual Assessment shall commence on the first day of the first month following the date of the first sale of a Lot to a Builder or to an Owner other than the Declarant, so long as utility lines have been located on such Lot and the construction of the bordering/adjacent streets to the Lot has been completed. Annual Assessments shall be due in advance on January 1 for the coming year and shall be delinquent if not paid in full as of January 31 of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

5. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent

(10%) annually if such increase is approved by Members in Good Standing who represent a majority of the votes in the Subdivision present at a meeting called for said purpose, at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to such assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

D. Special Assessments

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the Association, including, but not limited to legal fees and other unanticipated expenses, provided that any such assessment shall have the approval of both a majority of the Class A Members and a majority of the Class B Members present at a meeting duly called for this purpose at which a quorum is present. Such Special Assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth in Section C hereof and shall be pro rated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Members benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner.

E. Collection and Remedies for Assessments

1. The assessments provided for in this Declaration, together with attorneys' fees, interest, late fees and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due and shall continue to be the obligation of such Owner until paid even after such Owner has

divested itself from title to such Lot. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each parcel of Property in the Subdivision, which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute), each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

The President of the Association or his or her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The Association shall also have the right but not the obligation to notify a delinquent Owner's lender, in writing, of such Owner's delinquency and default.

In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise

the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the Association following foreclosure, 1) no right to vote shall be exercised on its behalf; and, 2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to First Mortgages

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any first mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the assessment lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward, such assessments shall again accrue and be payable to the Association.

G. Exempt Properties

All properties dedicated to any accepted use by a municipal county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations that

are exempt from taxation by federal laws shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto.

H. Notice of Delinquency

The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under this Declaration. Such notice must be mailed to the Owner's last known address. The address of the Lot, Homesite or Building Site shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

ARTICLE XIII MODIFICATION AND TERMINATION OF COVENANTS

This Declaration may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal representatives, successors or assigns. Provided, however, so long as Class B membership exists, the Declarant may unilaterally amend this Declaration for any purpose, at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration.

After the termination of Class B membership, approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration. Upon approval of the Owners, as set out above of said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Real Property Records of Fort Bend County, Texas, whereupon to the extent of any conflict with this Declaration, the amended declaration shall control. For purposes of this paragraph, the approval of multiple Owners of a Lot may be reflected by signature of any one Owner of such Lot. Upon approval of the Owners, as set out herein, of an amendment to this Declaration (which may be evidenced by the signature of the President or Vice-President of the Board of Directors), the amendment shall be recorded in the Real Property Records of Harris County, Texas, whereupon, to the extent of any conflict with this Declaration, the amendment shall control. Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration:

A. by written ballot that states the substance of the amendment and specifies the date by which a ballot must be received to be counted;

B. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;

C. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or

D. by any other permitted under this Declaration.

The limitation of amendment to the Declaration related to said particular Property shall not limit the rights of the Declarant pertaining to the Declaration as otherwise herein reserved. Particularly reserved to the Declarant is the right and privilege of Declarant to amend the Declaration for any reason and at any time during the existence of Class B Membership and to designate the use restrictions applicable to any portion of the Properties, as provided in Article VII hereof; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XIV. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Declarant; Members; the Board of Directors; officers in the Association; or the Association.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

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In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments and/or the foreclosure of the Assessment Lien by the Association as set out in the Declaration.

E. Term

This Article XIV, Alternative Dispute Resolution, shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this

Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article XIV, Alternative Dispute Resolution.

ARTICLE XV. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

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

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Fort Bend County, Texas.

F. Fines for Violations

The Association may assess fines for violations of the dedicatory instruments or governing documents (as those terms are defined in the Texas Property Code, or any successor statute thereof), other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, for any proper purpose. The Certificate of Formation, By-Laws, and this Declaration shall likewise be available, upon written request, for inspection, by appointment during normal business hours by any Member at the office of the Association, for any proper purpose as set forth in the By-Laws.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address. If Owner leases the property, he shall supply the name of the tenant present upon the execution of any lease.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER,

OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. Service Mark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for Kingdom Heights ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark.

M. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

N. Declarant's Rights

Declarant shall have the right, without the obligation to convey the Landscape Reserves, and other Common Areas to an Owner upon approval of the Board and receipt of an affidavit from the Owner regarding such Owner's assumption of the obligation to maintain such reserves and/or Common Areas. Any property so conveyed shall be restricted in its use as provided on the recorded plat of the Subdivision and this Declaration.

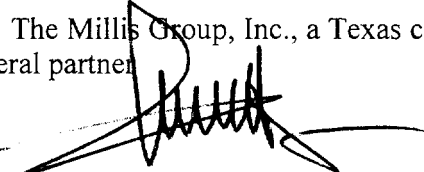
16th IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this day of JANUARY, 2007.

[SIGNATURE PAGES FOLLOW]

DECLARANT:

572-Three, Ltd., a Texas limited partnership

By: The Millis Group, Inc., a Texas corporation, its general partner

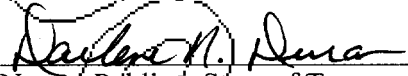
By: 
Print Name: MARK W. MILLIS
Print Title: PRESIDENT

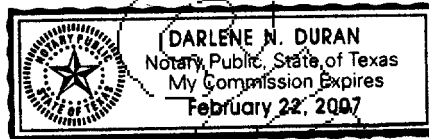
STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Mark W. Millis, the President of The Millis Group, Inc., a Texas corporation, the general partner of 572-Three, Ltd., a Texas limited partnership known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of January, 2007.


Notary Public - State of Texas



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LIENHOLDER CONSENT AND SUBORDINATION

Texas Capital Bank, N.A., a national banking association, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for Kingdom Heights to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

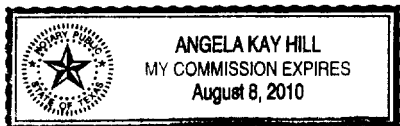
By: Richard Earthman
Print Name: Richard Earthman
Print Title: Asst. Vice President

STATE OF TEXAS

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Earthman, Assistant Vice President of Texas Capital Bank, N.A, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in his/her representative capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of January 2007.



Angela Kay Hill
Notary Public - State of Texas

R: 2318 CCR Draft 7CL.doc

Declaration of Covenants, Conditions,
and Restrictions for Kingdom Heights

RETURNED AT COUNTER TO:

Angie Tubine 572-Three Ltd.
19855 SW Frwy #300
Sugar Land TX 77479

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2007 Jan 16 02:23 PM

2007006512

CAK \$265.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

Official Document

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**SUPPLEMENTAL AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KINGDOM HEIGHTS, ANNEXING KINGDOM HEIGHTS, SECTION TWO**

After recording return to:
Rick S. Butler
Rick L. Barker
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2014 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Supplemental Amendment may be used only in connection with the Kingdom Heights Subdivision and the operation of the Kingdom Heights Community Association, Inc.

Supplemental Amendment

**SUPPLEMENTAL AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KINGDOM HEIGHTS, ANNEXING KINGDOM HEIGHTS, SECTION TWO**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Kingdom Heights, Annexing Kingdom Heights, Section Two (the "**Supplemental Amendment**") is made by 572-Three, Ltd., a Texas limited partnership (the "**Declarant**").

WHEREAS, Declarant caused that certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Kingdom Heights, (as subsequently amended or supplemented, the "**Declaration**") to be recorded in the Official Public Records of Fort Bend County, Texas under Clerk's File No. 2007006512, which Declaration imposes various covenants, conditions, and restrictions upon the following real property:

Kingdom Heights, Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Clerk's File No. 20060032 of the Plat Records of Fort Bend County, Texas (the "**Section One Plat**");

and

WHEREAS, the Declaration provides that additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members of Kingdom Heights Community Association, Inc. (the "**Association**"), within twenty-five (25) years of the date that the Declaration is recorded, by filing for record in the Official Public Records of Real Property of Harris County, Texas, a Supplemental Amendment setting forth the land being annexed and/or the specific restrictions relating to such property; and

WHEREAS, Declarant desires to annex the following real property ("**Section Two**") and subject Section Two to the provisions of the Declaration and the jurisdiction of the Association:

Kingdom Heights, Section Two, a subdivision in Fort Bend County Texas according to the map or plat thereof recorded under Clerk's File No. 20140023 of the Plat Records of Fort Bend County, Texas (the "**Section Two Plat**").

WHEREAS, the Section One Plat and the Section Two Plat, together with the plats of all other land annexed into the Subdivision, as have been or may be supplemented or amended from time to time, are herein collectively referred to as the "**Plat**," and

NOW, THEREFORE, Declarant does hereby annex Section Two and subject Section Two to all of the covenants, conditions and restrictions set forth in the Declaration. All provisions of the Declaration shall apply to Section Two with the same force and effect as if Section Two was originally included in the property subject to the Declaration, including the provisions relating to the payment of annual maintenance charges and assessments to the Association. Section Two shall be developed, improved, sold, used and enjoyed in accordance with and subject to the provisions of the

Declaration. All provisions of the Declaration shall run with Section Two and be binding on all parties who may now or hereafter have or claim any right, title or interest in Section Two or any part thereof, and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source of or the manner in which any such right, title or interest is or may be acquired.

Notwithstanding the provisions of the Declaration, the following provisions shall be applicable to Section Two:

1. Drainage and Landscape Reserves

Owners of Lots within Section Two are advised that there exists Reserve "B" "restricted in its use for drainage, and Reserve "C" restricted in its use for landscape, open space and sanitary and storm sewer as shown on the Section Two Plat (hereinafter, collectively referred to as the "**Drainage and Landscape Reserves**"). Owners of Lots within Section Two hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the placement, construction, design, operation and/or maintenance of Drainage and Landscape Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic which may occur in the normal operation of the Drainage and Landscape Reserves. The Declarant, its successors and assigns, and/or the Association has the right to promulgate rules and regulations governing the use of the Drainage and Landscape Reserves. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative water level variances and/or any future change in use of the Drainage and Landscape Reserves.

Owners whose Lots are adjacent to or abut the Drainage and Landscape Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Drainage and Landscape Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Drainage and Landscape Reserves to their condition immediately prior to said infiltration.

2. Parks

(a) Owners of Lots within Section Two are advised that there exists Reserve "A" restricted in its use to landscape, recreation and open space purposes, and Reserve "B" "restricted in its use for drainage as shown on the Section Two Plat, and that all, or some portion of Reserve "A" and Reserve "B" shall be used as a park (together with other Reserves or portions of Reserves so defined in the Declaration, the "**Parks**"). Owners of Lots within Section Two hereby agree to hold harmless the Declarant and the Association, and their successors and assigns, and release them from any liability for the existence and maintenance of the Parks, and agree to indemnify the parties released from any damages they may sustain. Such Parks may be owned and/or maintained by Municipality Utility District No. 176 ("**MUD**"). Owners further grant an easement to the Declarant, MUD, and the Association for any incidental noise, lighting, odors and/or traffic which may occur due to the existence of the Parks. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no

representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative any future change in use of the Parks.

(b) There is hereby reserved and granted to the Owners of that portion of the Property hereinabove defined as the Parks along with such Owners' servants, independent contractors, agents, members, guests and invitees (collectively, the "**Park Users**"), a nonexclusive easement over and across the Property, or portions thereof as provided below, for the following purposes:

(i) Flight of balls (which may include but not be limited to baseballs, softballs, footballs, tennis balls, soccer balls, volley balls) over, across, and upon the Property;

(ii) Doing of every act necessary and incident to the playing of recreational activities on or within the Parks, including, lighting of parking facilities; and,

(iii) Creation of noise related to the normal maintenance, operation and recreational activities of the Parks, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

(c) Owners of portions of the Property, their successors and assigns, hereby acknowledge and agree that the existence of Parks within Section Two is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of the Property located adjacent to, or in close proximity to, the Parks are subject to the risk of damage or injury due to errant sports balls. Owners of portions of the Property, their successors and assigns, hereby assume the risk of damage and injury and hereby release the Owner of the Parks, the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around the Property. (d) Owners whose Lots are adjacent to or abut the Parks shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Parks. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Parks to their condition immediately prior to said infiltration.

3. Pipeline Easement

Owners of Lots within Section Two are advised that as shown on the Plat, there exists a Magnolia Petroleum Co's 30' Pipeline Easement running from the southeast to the northwest of the Property, which easement is more particularly described in Volume 198, Page 399, and Volume 198, Page 562, of the Fort Bend County Deed Records (the "**Pipeline Easement**"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Pipeline Easement and agree to indemnify the parties released from any damages they may sustain.

Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, visibility of the Pipeline Easement, and/or traffic which may occur due to the existence of the Pipeline Easement. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Pipeline Easement.

Owners whose Lots are adjacent to or abut the Pipeline Easement, shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Pipeline Easement. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Pipeline Easement to its condition immediately prior to said infiltration.

4. Access Points

Owners of Lots within Section Two are advised that there exist numerous access points between Lots that abut the Parks throughout the Property, as shown on the Plat (hereinafter, the "**Access Points**"). Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Access Points and agree to indemnify the parties released from any damages they may sustain.

Owners further acknowledge that there may be incidental noise, lighting, odors, and/or foot traffic which may occur due to the existence and/or maintenance of the Access Points and Owners expressly grant an easement to the Declarant and the Association and each of their successors and assigns an easement for any incidental noise, lighting, odors, and/or foot traffic which may occur due to the existence and/or maintenance of the Access Points.

Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the safety or any future change in use of the Access Points.

Owners shall take care and shall not permit trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Access Points. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Access Points to their condition immediately prior to said infiltration.

5. General Notices

Owners within the Section Two are hereby advised that all Lots within the Section Two are subject to all the terms, provisions, restrictions and/or requirements in the Section Two Plat, and the Association may, in its sole and absolute discretion, enforce the terms, provisions, restrictions and/or requirements in the Section Two Plat against any Owner.

Owners within Section Two are advised that the setback requirements for each Lot are the greater of (i) the Building Lines set forth on the Plat, (ii) the setback requirements established by the Guidelines, or (iii) the width of any easement set forth on the Plat.

Capitalized terms have the same meanings as that ascribed to them in the Declaration.

If any provision of this Supplemental Amendment is found to be in conflict with the Declaration, as amended or supplemented, the more restrictive will control.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Fort Bend County, Texas.

DECLARANT:

572-Three, Ltd., a Texas limited partnership

By: The Mills Group, Inc., a Texas corporation, its general partner

By: 

Print Name: MARK W. MILLIS

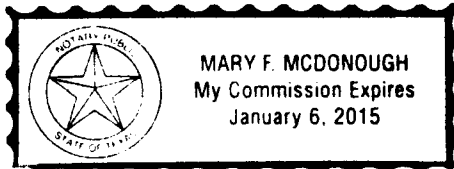
Print Title: PRESIDENT

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, a notary public, on this day personally appeared Mark W. Millis, President of The Mills Group, Inc., a Texas corporation, General Partner of 572-Three, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to this document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 10th day of November, 2014.




Notary Public in and for the State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

Texas Capital Bank, N.A., a national banking association, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under this Supplemental Amendment, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under this Supplemental Amendment. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

By: [Signature]
Print Name: Joe Hardy
Print Title: Senior Vice President

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, a notary public, on this day personally appeared Joe Hardy, Senior Vice President of Texas Capital Bank, N.A., a national banking association, known to me to be the person whose name is subscribed to this document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 10 day of November, 2014.

[Signature]
Notary Public in and for the State of Texas

RETURNED AT COUNTER TO:

Rebekah Hill / The Millis Group
19855 SW Hwy #300
Sugar Creek TX 77479

Official Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas

November 12, 2014 12:26:29

FEE: \$33.00 LW1
RESTRICT

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