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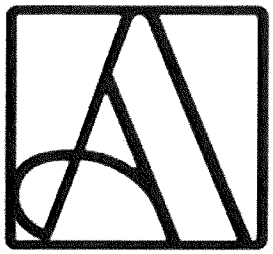

ARTAVIA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARTAVIA NORTH VILLAGE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARTAVIA NORTH VILLAGE

This Declaration of Covenants, Conditions and Restrictions for Artavia North Village (this "Declaration") is made on the date hereinafter set forth by ARTAVIA DEVELOPMENT COMPANY, a Texas corporation (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described on ***Exhibit "A"*** attached hereto and made a part hereof; and

WHEREAS, Declarant intends to develop all of such real property described on ***Exhibit "A"*** into single family home subdivisions to be collectively and commonly known as Artavia North Village ("Village" herein); and

WHEREAS, Declarant has caused an association to be incorporated under the name Artavia North Village Homeowners Association, Inc. (the "Association") to provide for maintenance, preservation, and architectural control of the residential lots located within the Village and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, the real property described on ***Exhibit "A"*** as the Village is also subject to a Master Declaration of Covenants, Restrictions, Easements, Charges and Liens for Artavia (as more particularly described in Chapter I, the "Master CCR's"); and

WHEREAS, the Declarant desires to impose the Declaration on all of the real property described on ***Exhibit "A"*** to adopt, establish and impose upon the Village certain reservations, easements, restrictions, covenants and conditions applicable thereto and to establish a "Village" named "Artavia North Village" as provided for in the Master CCR's.

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

PART A: TERMS

Chapter 1. Definitions

1.1 Specific Definitions.

"Annual Assessment" shall mean the regular assessment levied against Lots pursuant to Chapter 8.

"Assessment" or "Assessments shall mean and refer to the Annual Assessment, any Special Assessment or any Specific Assessment, individually or collectively.

"Association" shall mean and refer to Artavia North Village Homeowners Association, Inc., a Texas non-profit corporation, its successors or assigns. The Association is a "Village Association" under the Master CCR's as that term is defined therein.

"Board of Directors" or "Board" shall mean the elected body of the Association having its normal meaning under Texas law pertaining to non-profit corporations.

"Bylaws" shall mean and refer to the Bylaws of Artavia North Village Homeowners Association, Inc., as may be amended from time to time.

"Certificate" shall mean and refer to the Certificate of Formation for the Artavia North Village Homeowners Association, Inc. filed with the Secretary of State of the State of Texas, as may be amended from time to time.

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and/or the Certificate.

"Community Council" shall mean and refer to the Artavia Community Council, Inc., a Texas non-profit corporation, its successors or assigns.

"Community Covenant" shall mean and refer to the Community Council Covenant for Artavia, which is recorded in the Official Public Records under Clerk's File No. 2019037225, as amended or supplemented, and which encumbers the entire Artavia development.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties as promulgated by the Master Association, which may be more specifically defined by the Board of Directors of the Master Association and the Architectural Review Committee.

"Dedicatory Instruments" shall mean each document governing the establishment, operation or maintenance of the Properties.

"Development Period" shall mean the time in which Class "B" membership exists as described in Section 3.4.

"Improvement to Property" includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, Residence or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot (including but not limited to removal of any trees); and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Architectural Guidelines, or Rules and Regulations.

"Improvements" shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a Residence, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences of any type, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, basketball goals, flagpoles, or any other type of pole, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

"Lot" shall mean and refer to any parcel of land shown upon any recorded map(s) or plat(s) of the Properties, as same may be amended from time to time, which is designated as a lot therein and which is or will be improved with a single Residence in conformity with the building restrictions set forth herein.

"Maintenance Fund" or "Reserve Fund" shall mean any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and any Supplemental Declaration together with interest, attorneys' fees, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Declaration and any Supplemental Declaration.

"Master Association" shall mean and refer to the Artavia Master Maintenance Association, Inc., a Texas non-profit corporation, its successors or assigns.

"Master CCR's" shall mean and refer to the Master Declaration of Covenants, Restrictions, Easements, Charges and Liens for Artavia, which is recorded in the Official Public Records under Clerk's File No. 2019037224, as amended or supplemented, and which encumbers the entire

Artavia development, of which the Village is a part. The Village is a "Village" under the Master CCR's, as that term is defined therein.

"Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

"Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed affecting a Lot.

"Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

"Mortgagor" shall mean and refer to any Owner who gives a Mortgage.

"Neighborhood Guidelines" shall mean and refer to the Village Standards/Neighborhood Guidelines as defined in the Master CCR's.

"Official Public Records" shall mean and refer to the real property records maintained by the County Clerk of Montgomery County, Texas.

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, and including Declarant, but excluding in all cases any Mortgagee or other party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to each Owner unless otherwise conveyed to a specific Person in writing, with a copy of such written authority given to the Association.

"Person" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

"Plans" shall mean the final construction plans and specifications (including a related site plan) of any Residence, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

"Property" or "Properties" shall mean the real property in Montgomery County, Texas, described on ***Exhibit "A"*** attached hereto and made a part hereof, together with any Improvements thereon or appurtenances thereto and will include such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration, commonly known as Artavia North Village.

"Residence" shall mean a single family detached house on a separately platted Lot. The terms shall include all portions of any structures thereon.

"Rules and Regulations" shall mean those rules and regulations which may be established from time to time by the Board of Directors pursuant to this Declaration.

"Special Assessment" shall mean a non-routine assessment, over and above the Annual Assessment, levied against Lots for a specific purpose pursuant to Chapter 8.

"Specific Assessment" shall mean a charge against an Owner and his Lot to cover costs, including overhead and administrative costs, attributable to the Owner or occupant for damages, fines, delinquent collections, enforcement of the provisions of any Dedicatory Instruments or curing any violations of the provisions of the Dedicatory Instruments as further described in Chapter 8.

"Supplemental Declaration" shall mean any amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

"Village Guidelines" shall mean and refer to the Village Guidelines as defined in the Master CCR's,

1.2 Other Defined Terms.

Other terms which are used herein shall have the meanings given in this Declaration.

PART B: GOVERNANCE

Chapter 2. Establishment of General Plan

2.1 General Plan and Declaration.

This Declaration is hereby established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Properties, and for the purpose of enhancing and protecting the desirability and attractiveness of the Properties. The undersigned Owners, for themselves, their heirs, executors, administrators, legal representatives, successors, and assigns hereby declare that the Properties and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots in the Properties shall be subject to the jurisdiction of the Association.

2.2 Equitable Servitudes.

The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot within the Properties, as a servient estate, for the benefit of each and every other Lot within the Properties, as the dominant estate.

2.3 Covenants Appurtenant.

The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall be binding upon and inure to the benefit of: (a) the Properties; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons (including Owners) having, or hereafter acquiring, any right, title, or interest in all or any portion of the Properties and their heirs, executors, successors, and assigns.

Chapter 3. Artavia North Village Homeowners Association

3.1 Management by Association.

(i) Generally. The affairs of the Properties shall be administered and managed by the Association, subject, however, to the authority of the Master Association pursuant to the Master CCR's. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Properties as herein provided for and as provided for in the Certificate, Bylaws, the Rules and Regulations, and all other Dedicatory Instruments. In the event of any conflict between the Certificate and the Bylaws, the Certificate shall control; and in the event of a conflict between the Certificate or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The principal purposes of the Association are the collection, expenditure, and management of the Maintenance Fund, enforcement of the restrictions contained herein and in Supplemental Declarations, ensuring architectural control of the Lots, and establishing a method for the administration, maintenance, preservation, use and enjoyment of the Properties.

(ii) Additional Powers of the Association. The Association, acting through its Board, shall be entitled to enter into such contracts and agreements concerning the Properties as the Board deems reasonably necessary or appropriate to maintain and operate the Properties in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, or other matters of mutual interest. The Association, acting through its Board, shall also have the power to make and to enforce Rules and Regulations governing the use of the Properties, including but not limited to Rules concerning traffic and parking matters, in addition to those contained herein. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees.

(iii) Personal Properties and Real Property for Common Use. The Association, acting through its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association, acting through its Board, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by Declarant pursuant to the terms of this Declaration.

(iv) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, the Certificate or by statute, and every other right or

privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.2 Board of Directors.

The business and affairs of the Association shall be managed by and the decisions and actions of the Association shall be made or taken by the Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, the Certificate, or the Bylaws.

3.3 Membership in Association.

Each Owner, whether one Person or more, of a Lot shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board) may charge the new Owner a transfer fee or processing fee when ownership to any Lot changes. Membership in the Association shall not include Mortgagees or other persons having an interest merely as a security for the performance of an obligation.

Each Owner is required to provide and maintain at all times with the Association, or its designated management agent, current information regarding such Owner's mailing address and contact information including phone numbers and email addresses, and the name and contact information for the occupant, if not the Owner, and the property manager, if any, of each Lot owned.

3.4 Voting and Membership Limitations.

The Association shall have two (2) classes of Members:

(i) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by such Member in the Properties; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by them as they among themselves determine but in no event shall more than one (1) vote be cast with regard to any Lot.

(ii) Class "B". The Class "B" Member shall be Declarant. The Class "B" Member shall have 2,000 votes, until the Class "B" membership and Class "B" votes cease to exist as set forth below. Upon the occurrence of the first of the following events, Class "B" membership shall automatically cease to exist and any remaining class "B" votes shall convert to class "A" votes:

(a) When 100% of the Lots in the Property (including Property added hereto by annexation) planned for development have been sold to Class "A" Members;

(b) December 31, 2050; or

(c) At such earlier time as the holder of the Class "B" votes may, in its sole discretion, elect, as evidenced by a document recorded in the Official Public Records.

(iii) Reinstatement of Class "B" Votes. Notwithstanding the prior provisions of Section 3.4(ii)(a), if additional property is made subject to the jurisdiction of the Association pursuant to a Supplemental Declaration, or if Declarant repurchases any Lots such that Declarant again owns any Lots in the Property, then the provisions regarding Class "B" membership and votes in this Section 3.4, shall be automatically reinstated ipso facto.

If reinstatement of Class "B" membership occurs, then the Declarant may immediately remove and appoint all of the members of the Board if within ten (10) years from the date this Declaration is recorded in the Official Public Records, or up to two-thirds (2/3) of the members of the Board if after ten (10) years from the date this Declaration is recorded in the Official Public Records.

3.5 Voting.

Unless otherwise stated in this Declaration, the Certificate, the Bylaws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the total eligible votes of all Members represented in person or by proxy or who have voted in advance electronically or by absentee ballot at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon.

3.6 Power to Enforce Declaration and Rules and Regulations.

The Association and the Master Association shall each have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board of each deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association and the Master Association shall each have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise;

(c) by levying and collecting, after notice, a Specific Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (d) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, which fines and penalties shall be deemed Specific Assessments to be collected as such, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants. Further the Master Association may exclude Members and Member's family, guest, or tenants from use of any recreational facilities in the Master Association's Area of Common Responsibility (as defined in the Master CCR's) during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guest, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues.

The Master Association shall have the right, but not the obligation, to demand that the Association take any of the above actions and the Association agrees to take such action(s) within a reasonable period of time. If the Association does not take any such action(s) and the Master Association proceeds to take such action(s), the Master Association shall charge the Association for all of its costs and expenses, including attorney fees. The Association agrees to pay such costs and expenses, including attorney fees, to the Master Association on or before fifteen (15) days of receipt of an invoice for same. Failure to timely pay all such costs and expenses, including attorney fees, will result in the imposition of interest of the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law. The Association may then treat such costs and expenses, including attorney fees, as a Specific Assessment against such Member.

3.7 Right of Entry: Enforcement by Self Help.

The Association and the Master Association shall have the right, but not the obligation, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot, if deemed reasonably necessary by the Board for emergency, health, and/or safety purposes to secure the Properties or abate or remove things or conditions which are potentially hazardous and to take such other actions allowed pursuant to Section 5.1(ii) of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

The Master Association shall have the right, but not the obligation, to demand that the Association take action as aforesaid and the Association agrees to take such action within reasonable period of time. If the Association does not take any such action(s) and the Master Association proceeds to take such action(s), the Master Association shall charge the Association for all of its costs and expenses, including attorney fees. The Association agrees to pay such costs and expenses, including attorney fees, to the Master Association on or before fifteen (15) days of receipt of an invoice for same. Failure to timely pay all such costs and expenses, including attorney fees,

will result in the imposition of interest of the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law. The Association may then treat such costs and expenses, including attorney fees, as a Specific Assessment against such Member.

3.8 Limitation on Liability.

The board members and officers of the Association and Master Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and/or Master Association. Further, a board member or officer of either Association shall not be liable to either Association, any Member, or any other person for any action taken or not taken in his/her capacity as board member or officer if he/she acts in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he/she reasonably believes to be in the best interests of the respective Association. The board members and officers of the Association and Master Association shall also be entitled to the benefit of any provision limiting their liability provided by the Bylaws, and Texas statutes.

Chapter 4. Architectural Approval

4.1 Architectural Review Committee.

As used in this Declaration, the term "Architectural Review Committee" or "ARC" shall mean a committee of three (3) members. The Board shall have the right to appoint all members of the ARC. Members of the ARC may, but need not be, Members of the Association. Members of the ARC may be removed at any time by the Board and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. Notwithstanding the foregoing, as long as Class "B" membership exists, any removal by the Board of a member of the ARC must be approved in writing by the Declarant.

4.2 Approval of Improvements Required.

The written approval of the ARC shall be required for any Improvement to Property or any modification to an existing Improvement on any of the Properties before commencement of any such work. No approval shall be required for an Improvement to Property or alteration to an Improvement made by Declarant.

4.3 Address of Committee.

The address of the ARC shall be at the principal office of the Association.

4.4 Submission of Plans.

Before commencement of work to accomplish any proposed Improvement to Property or any modification to any existing Improvement (the "Project"), the Owner proposing such Project

(the "Applicant") shall submit to the ARC, in a form required by the ARC, a detailed and complete description of the proposed work including, for example, a project descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, materials & color samples, and other documents as the ARC shall reasonably request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the ARC (the "Village Architectural Guidelines" and/or the Neighborhood Guidelines imposed pursuant to the Master CCR's). The ARC may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Project. Until receipt by the Architectural Review Committee of all required materials in connection with the proposed Project, the Architectural Review Committee may postpone review of any materials submitted for approval.

4.5 Criteria for Approval.

The ARC may only approve a proposed Project if it determines in its reasonable discretion that the Project in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the Project will be in harmony with the surrounding areas of the Properties, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Project will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Project will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the Project will not become a burden on the Association. The ARC is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The ARC may condition its approval of any Project upon the making of such changes thereto as the ARC may deem appropriate.

4.6 Village Guidelines.

The ARC may from time to time supplement or amend the Village Guidelines. The Village Guidelines serve as a guideline only and the ARC may impose other requirements in connection with its review of any proposed Improvements. If the Village Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Village Guidelines shall control. In addition to the Village Guidelines, the Neighborhood Guidelines imposed pursuant to the Master CCR's shall apply, which Neighborhood Guidelines may be supplemented and/or amended from time to time by the Master Association.

4.7 Decision of Committee.

The decision of the ARC shall be made within thirty (30) days after receipt by the ARC of all materials required by the ARC. The decision shall be in writing and, if the decision is not to approve a proposed Project, the reasons therefore shall be stated. The decision of the ARC promptly

shall be transmitted to the Applicant at the address furnished by the Applicant to the ARC. The Owner, however, is responsible under all circumstances to conform to the provisions of this Declaration or the Village Guidelines in their entirety.

4.8 Failure of Committee to Act on Plans.

Any request for approval of a Project shall be deemed denied by the ARC, unless written approval is transmitted to the Applicant by the ARC within thirty (30) days after the date of receipt by the ARC of all required materials or unless the ARC extends the time for deemed denial by written notice transmitted to the Applicant. The ARC shall at all times retain the right to object to any Project that violates any provision of this Declaration or the Architectural Guidelines.

4.9 Prosecution of Work After Approval.

After approval of any proposed Project, the Owner or Applicant shall promptly and diligently accomplish the Project and in strict conformity with the description of the Project submitted to and approved by the ARC including any conditional imposed by the ARC on the approval. If the Project is not commenced within one (1) year of approval by the ARC, such approval shall be automatically revoked and an application for the Project must be resubmitted if the Owner would like to proceed. If the Project is not completed within nine (9) months of commencement, unless an extension has been granted by the ARC in writing, the Owner shall be considered in breach of the obligations under this Declaration and the prior approval of the Project by the ARC shall be automatically revoked. No Project shall be deemed complete until the Improvements are completed as approved and all construction materials and debris have been cleaned up and removed from the site. Removal of materials and debris must be completed within thirty (30) days following completion of the Project.

4.10 Inspection of Work.

Members of the ARC or its duly authorized representatives shall have the right, but not the obligation, to inspect any Project before or after completion to ensure compliance with the plans approved by the ARC.

4.11 Notice of Noncompliance.

If, as a result of inspections or otherwise, the ARC finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the ARC, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the ARC, or has not been completed within the required time period after the date of approval by the ARC, the ARC shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy or remove the noncompliance within the period of time set forth therein.

4.12 Correction of Noncompliance.

If the ARC finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records; (b) remove the noncomplying Improvement to Property; (c) levy a fine for noncompliance; and/or (d) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a Specific Assessment for such costs and expenses and/or fines against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

4.13 No Implied Waiver or Estoppel.

No action or failure to act by the ARC shall constitute a waiver or estoppel with respect to future action by the ARC or the Board, with respect to any Improvement to Property. Specifically, the approval by the ARC of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

4.14 Power to Grant Variances.

In exceptional circumstances, as determined by the ARC, in its sole discretion, and on a case-by-case basis, the ARC may authorize variances from compliance with any of the provisions of the Village Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when a document evidencing such variance is recorded in the Official Public Records. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ARC other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned. Any request for a variance which is not responded to in writing within thirty (30) days of its receipt shall be deemed denied.

4.15 Reimbursement of Architectural Review Committee.

The members of the ARC shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

4.16 Delegation of Authority.

It is understood that the ARC may delegate all or part of its authority hereunder to review the documents submitted to it and that the ARC may retain the services of architects, engineers and others (and Owners shall pay all fees) from time to time for the purpose of reviewing such documents and making recommendations as to approval, disapproval or modification thereof.

4.17 Authority to Charge Fees.

The ARC may charge and collect a reasonable fee for processing an application submitted to the ARC for approval. Such charges shall be payable at the time and place and in the manner prescribed by the ARC. The ARC also may charge and collect such other fees for carrying out its responsibilities as are reasonable and necessary, including but not limited to inspection fees. The ARC also require deposits be paid on certain types of Projects. Deposits, if collected, shall be refundable upon request by the Applicant upon completion of the Project less any amounts deducted for damages or fines. An Owner's liability for damages or fines shall not be limited to the amount of the deposit. All fees and deposits are subject to change by the ARC without prior notice.

4.18 Non-Liability for Architectural Review Committee Action.

None of the members of the ARC, the Board, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ARC. In reviewing any matter, the ARC shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the ARC, the Board, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the ARC, the Board, the Declarant or otherwise. Finally, neither Declarant, the Association, the Board, the ARC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

4.19 Construction Period Exception.

During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the ARC may temporarily

suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Properties.

PART C: COMMUNITY STANDARDS AND ASSESSMENTS

Chapter 5. Maintenance

5.1 Generally.

Each Owner shall maintain his or her Lot and all structures, yards, landscaping, parking areas and other improvements on the Lot in a neat, orderly condition, including any fencing located on a Lot including, but not limited to, side and back fences, and fences adjacent to a road or backing up to a lake or a detention pond. Owners of Lots adjacent to any roadway within the Properties shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries and shall maintain landscaping, if any, on right-of-way between the Lot boundary and the back-of-curb of the adjacent or contiguous street.

(i) Standard of Maintenance by Owner. All maintenance required by this Chapter 5 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

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

exterior maintenance and other work authorized herein. Further, the Master Association shall have the right, but not the obligation, to demand that the Association take action as aforesaid and the Association agrees to take such action within a reasonable period of time. If the Village Association does not take any such action(s) and the Master Association proceeds to take such action(s), the Master Association shall charge the Association for all of its costs and expenses, including attorney fees. The Association agrees to pay such costs and expenses, including attorney fees, to the Master Association on or before fifteen (15) days of receipt of an invoice for same. Failure to timely pay all such costs and expenses, including attorney fees, will result in the imposition of interest of the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law. The Association may then treat such costs and expenses, including attorney fees, as a Specific Assessment against such Member.

5.2 Party Fences.

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

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

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

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

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

Chapter 6. Community Standards

6.1 Establishment of Community Standards.

This Declaration provides a framework of covenants, conditions and restrictions which govern the Property. The Community Standards attached hereto as ***Exhibit "B"*** are a part of that

framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Property. Therefore, the Board is authorized to change the Community Standards from time-to-time, as it deems appropriate and necessary, in accordance with the procedure set forth in Section 6.2.

6.2 Amendment to Community Standards.

(i) During the Development Period. The Declarant may add to, modify or rescind any portion of the Community Standards with the consent of the Board. Any proposed amendment to the Community Standards must be presented to the Board for consideration.

Consent of the Board to the proposed amendment of the Community Standards shall occur when a majority of the Board members vote in favor of the proposal. The amendment to the Community Standards becomes effective at the time an amended ***Exhibit "B"*** is recorded in the Official Public Records.

(ii) After the Development Period. The Board may add to, modify or rescind any portion of the Community Standards with the consent of the Members. In order to amend the Community Standards, the Association must call a first special meeting of the Members for the purpose of presenting the proposed amendment to the Community Standards. Notice shall be provided in accordance with the Bylaws and include a paper or digital link copy of the proposed amendment to the Community Standards. At the meeting, the Board shall accept and consider comments from Members. No voting will occur at this first meeting and no quorum of Members shall be required in order to present the information to those Members present.

The Association must then call a second meeting, no sooner than thirty (30) days and no later than ninety (90) days after the first meeting, for the purpose of voting on the proposed amendment to the Community Standards. Notice shall be provided in accordance with the Bylaws and include a paper or digital link copy of the proposed amendment to the Community Standards, whether or not such were revised after the first meeting.

Consent of the Members to the proposed amendment of the Community Standards shall occur when (a) a quorum of Members is represented at the voting special meeting by any means allowed under the Bylaws and (b) at least sixty-seven percent (67%) of the total votes represented at the meeting are cast in favor of the proposal. The amendment to the Community Standards becomes effective at the time an amended ***Exhibit "B"*** is recorded in the Official Public Records.

Chapter 7. Location of Improvements

7.1 Residence.

(i) The Architectural Review Committee shall specify and approve in writing the location of all Residences.

(ii) Residence shall not be located on any Lot nearer to the lot lines than the minimum

corresponding building set back lines shown on the recorded plat. No Residence or other allowed structures and improvements may be built on a lot except within the building lines shown on the plat of the Property as recorded in the Official Public Records.

(iii) The set-backs shown on the plat of the Property as recorded in the Official Public Records are in addition to any municipal or governmental requirements.

7.2 Garages and Driveways.

The Architectural Review Committee shall specify and approve in writing the location of all garages and driveways.

(i) Each residential structure shall be accompanied by a garage structure which shall accommodate a minimum of two (2) vehicles.

(ii) Carports are prohibited on any Lot without the express written approval of the Architectural Review Committee unless in conjunction with a garage and previously approved by the Architectural Review Committee.

(iii) No particleboard garage doors will be permitted. All garage doors are to be metal or solid wood. Glass fenestrations are permitted. No reflective film or foil is permitted on windows.

(iv) When a garage is detached and side loading on a corner lot, a fence between the dwelling and garage is required (Fence shall be the same as required for property line fencing).

(v) All driveways shall be constructed with materials specifically approved by the Architectural Review Committee, which approval must be obtained in writing before commencement of driveway construction.

(vi) The garage portion of any model home may be used by builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the builder to a fully enclosed garage capable of housing not less than two (2) vehicles with fully functional and operational garage doors. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the builder upon the sale of such model home, it shall be the obligation of the first purchaser of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model home to a fully enclosed garage with fully functional and operational garage doors.

7.3 Buildings.

All buildings shall be designed by a registered architect or a member in good standing of American Institute of Building Design or Texas Institute of Building Design. No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. No Residence shall be constructed on less than one (1) Lot. The Residence is not to

exceed three (3) visible stories in height and shall include a private garage for not less than two (2) automobiles. The Architecture Review Committee may allow, at its sole discretion, the Residence to be of three and one-half stories.

7.4 Tents, Mobile Homes and Temporary Structures.

Except as may be permitted by the Architectural Review Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Architectural Review Committee, as appropriate, in accordance with Chapter IV hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

7.5 Drainage and Septic Systems.

Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. Provided, however, the Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Properties.

7.6 Walls, Fences and Hedges.

Prior to the completion of a dwelling unit upon the Lot, the Lot must be fenced pursuant to the standards and specifications set forth herein and as set forth in ***Exhibit "B"*** hereto. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the building set-back line. Unless approved by the Architectural Review Committee, no chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the plat of the Property. The Architectural Review Committee has the right to deviate any height restriction and its approval for the style and materials to be used based on the location within the Properties. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares. Title to any wall or fence shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall or fence thereafter in the manner prescribed by the Association. Notwithstanding the forgoing, walls attached to the dwelling unit (commonly known as "wing walls") are allowed with prior written approval of the Architectural Review Committee.

7.7 Minimum Lot Areas.

No Lot shall be re-subdivided or replatted without the prior approval of the Board.

7.8 Composite Building Site.

Any Owner of one (1) or more adjoining Lots (or portions thereof) may, with prior written approval of the Board, consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the plat of the Property. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a composite building site, provided such easements are not then being used for utility purposes. Any such composite building site must have a front building set-back line of not less than the minimum front building setback line of all Lots in the same block. For purposes of the Assessments set forth in Chapter VIII hereof, such composite building site will be assessed by the number of Lots contained within such composite building site.

7.9 Development Period.

During the Development Period and notwithstanding anything contained herein to the contrary, Declarant and builders authorized by Declarant may construct and maintain upon portions of the Properties they own, such facilities, activities, and things as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of homes on the Lots. Such permitted facilities, activities, and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant and builders authorized by Declarant may park vehicles in areas other than garages or driveways, including on streets. The rights of builders authorized by Declarant under this Section are subject to Declarant's approval. Declarant and builders authorized by Declarant shall have easements for access to and use of such facilities at no charge. Sales offices authorized pursuant to this Section shall comply with the standards imposed by the Declarant.

Furthermore, during the Development Period, no rule, regulation or restriction shall be enacted or implemented by the Association or the Board which would limit or otherwise restrict routine home construction.

7.10 Sidewalks.

Finished sidewalks shall be required for each Lot parallel to each street. The Committee shall issue specifications for building sidewalks. The curbs on the street shall not be broken for any reason. The Owner of the applicable Lot shall be responsible for maintaining the sidewalk in a

condition of good repair, even if the sidewalk is located within the right-of-way area adjacent to such Lot.

7.11 Subdivision of Lots.

Notwithstanding anything contained herein to the contrary, Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

7.12 Building Material.

All construction plans submitted for approval by the Architectural Review Committee must specify the color and type of materials of which the structure will be built.

7.13 Roofing Material.

The roofs of all buildings shall be constructed or covered only with materials specifically approved by the Architectural Review Committee, which approval must be obtained in writing before commencement of roof construction, covering or recovering. The Architectural Review Committee shall specify the quality, color, appearance and weight of roofing materials to be used and the use of any other material shall be specifically approved in writing by the Architectural Review Committee.

7.14 Fences.

(i) Materials. Fences must only be constructed of Masonry Material, wood or metal. No chain link, concrete, metallic or plastic fences shall be built. Fence material may not be changed unless specifically approved in writing by the Architectural Review Committee. For example, if a Lot contains a wood fence, the wood fence may not be removed and a metal-wrought iron fence erected unless specifically approved in writing by the Architectural Review Committee.

(ii) Wood Fences. All wood fences between lots shall be six feet (6') tall and shall consist of six inch (6") wide wood pickets in Western Red Wood Cedar. All wood fences shall comply with Committee specifications.

7.15 Removal of Trash and Debris During Construction.

Pursuant to the Rules and Regulations or architectural guidelines and during the construction, repair, and restoration of improvements, each builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the Architectural Review Committee. Additionally, each Owner or builder, during construction of the improvements, shall

continuously keep the Lot in a reasonably clean and organized condition, Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay.

7.16 Excavation and Tree Removal.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees; provided, however, that removal of any tree in excess of a four-inch (4") caliper requires the approval of the Architectural Review Committee. Any void, depression or hole created by the removal of dirt or a tree must be filled in accordance with the requirements of the Architectural Review Committee.

7.17 Lot Grading and Drainage.

After the conveyance of each Lot or Lots from the Declarant, each Lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective Lot. No Lot may be graded in such a manner as to permit water runoff to drain or flow onto or across any adjacent Lot, nor shall any Lot be graded of maintained in such a manner as to allow the accumulation of standing water. There is hereby reserved unto the Owner(s) of adjacent Lots an easement five (5) feet wide along all side Lot property boundary lines for drainage between the adjacent Lots. Such drainage easement area shall not be leveled or filled in or otherwise obstructed and shall be maintained by the Owner of the Lot upon which such five (5) foot wide area is located so as to allow water runoff as originally designed and intended. No structures or improvements may be placed within the five-foot (5") easement other than pool equipment (excluding the pool itself), generators, HVAC units, fencing and other items approved in writing by the Architectural Review Committee, all of which must be submitted for review and approval in advance by the Architectural Review Committee. Any of the foregoing placed within the easement must not materially alter the established grade/drainage. Any outside drainage system shall be built to end behind the curb. Said systems shall not drain to the lake. Swimming pool backwashes shall not drain water to the street.

7.18 Utility Easements.

For installation and maintenance of utilities, easements are reserved as shown and provided for on the recorded plat and as they may appear in the Official Public Records and no structure shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers, grass or other improvements located on the land covered by said easements.

7.19 Underground Electric Distribution System.

An Underground Electric Distribution System will be installed in that part of the Village designated herein as "Underground Residential Subdivision", which underground service area embraces all of the Lots which are platted in the Village. The owner of each Lot containing a single dwelling unit, at his or its own costs, shall furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant, at the request of the electric company, has either by designation on the plat of the Village or by separate instrument granted necessary easements to the electric company, in the location and of a size designated by the electric company, providing for the installation, maintenance and operation of its electrical distribution system and also has granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the them current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved for so long as underground service is maintained in the dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The provisions of the preceding paragraph also apply to any future residential development in reserve(s) shown on the plat of the Property, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter.

7.20 Enforcement of Owner's Responsibilities.

In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and/or the exterior of the Residence, not limited to include gutters, siding, broken windows, fencing, mowing, etc., and any other existing Improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. Any and all related costs, including but not limited to legal

fees, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the Assessments and payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein and the Association is hereby granted an easement over the Lots to perform such exterior maintenance and other work.

Chapter 8. Covenants for Assessments

8.1 Creation of the Lien and Personal Obligation for Assessments.

The undersigned Owners hereby covenant, and each Owner of any Lot by acceptance of a deed from Declarant therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(i) Annual Assessments;
(ii) Special Assessments;
(iii) Specific Assessments.

The Annual Assessments, Special Assessments and Specific Assessments (collectively, the "Assessments"), together with interest, costs and reasonable attorney's fees, shall also be a charge on the Lot and shall be a continuing lien upon the Properties and Lots against which the Assessments are made. Each such assessment and other charges, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time when the assessments fell due and shall not be affected by any change in the ownership thereof.

Each Owner is also subject to assessment pursuant to the Master CCR's. The Assessments (as that term is defined in the Master CCR's and herein called the "Master Assessments"), pursuant to the Master CCR's, shall be billed to and collected by the Association, along with the Association's billing and collecting of Assessments hereunder, and paid to the Master Association as set forth below. Payments by the Association to the Master Association of the Master Assessments are contractual and not contingent upon receipt of monies from Owners within the jurisdiction of the Association

In addition, each Owner is also subject to assessment pursuant to the Community Covenant. The Annual Community Assessment (as that term is defined in the Community Covenant and herein called the "Community Assessment"), pursuant to the Community Covenant, shall be billed to and collected by the Association, along with the Association's billing and collecting of Assessments hereunder, and paid to the Community Council as set forth below. Payments by the Association to the Community Council of the Community Assessment are contractual and not contingent upon receipt of monies from Owners within the jurisdiction of the Association. Further, Builder Fees and/or Community Enhancement Fees (as those terms are defined in the Community Covenant and herein so called), pursuant to the Community Covenant, shall be collected by the Association, and paid to the Community Council as set forth below.

(i) Procedures for Billing and Time of Payment. Except as set forth herein, the Master Association and the Community Council, respectively, shall bill the Association for the Master Assessments and Community Assessments obligations of the Owners within the jurisdiction of the Association. The Master Association and the Community Council, respectively, shall calculate, assess and mail or deliver a notice of the estimated amount of the Master Assessments and Community Assessments due from the Owners within the jurisdiction of the Association to the Association as part of their budget process, no later than November 15th of each year, for the following year. The Association shall bill and collect such Master Assessments and Community Assessments directly from the Owners subject to its jurisdiction. The Master Association and the Community Council, respectively, shall then bill the Association on a monthly basis for the Master Assessments and Community Assessments obligations of the Owners within the jurisdiction of the Association by delivering an invoice statement to the Association based upon the number of lotsor units within the jurisdiction of the Association as of the 1st day of the month. The Association shall pay to the Master Association and Community Council, as the case may be, the invoiced amount no later than the 21st day after receipt of such invoice statement. The Association agrees to tender to the Community Council any Builder Fees and Community Enhancement Fees that it receives no later than the 21st day after receipt. The Community Council shall bill the Association for unpaid Builder Fees and/or unpaid Community Enhancement Fees, and the Association agrees to use reasonable diligence to collect such unpaid Builder Fees and/or Community Enhancement Fees and tender same to the Community Council no later than the 21st day after receipt; however, the Association is not responsible to pay to the Community Council such Builder Fees and Community Enhancement Fees until actual receipt of same. In the event of failure of the Association to timely pay such assessments, fees, or charges due hereunder, interest may accrue, at the discretion of the Master Association or the Community Council, as the case may be, at ten (10%) percent per annum from the date such amount became due and owing by the Association, unless such rate is usurious, in which case, the interest rate will be the highest allowed by law. Further, the Master Association and the Community Council, as the case may be, at their sole discretion, may file a lawsuit against the Association for such unpaid payments, including interest and reasonable attorney fees and court costs in connection with such collection action.

(ii) Liens. The terms of this Chapter 8 with respect to billing and collection methods shall not in any way relieve an Owner of his or her obligation to pay assessments, charges, or fees authorized by the Master CCR's and/or the Community Covenant and shall not affect the lien against each Owner's lotor unit as established by the Master CCR's and/or the Community Covenant. In the event of failure of the Association to pay the amount hereunder, in addition to any other rights in law or equity available to the Master Association and the Community Council, the Master Association and Community Council may exercise its respective right to foreclose its lien directly against the Owner's lotor unit. Notwithstanding this structure to bill and collect assessments, fees, and charges through the Association, the Master Association and Community Council each reserve the right at any time, and from time to time, to collect assessments, charges, and fees owed to it, respectfully, directly from Owners, should it deem necessary.

8.2 Annual Assessments.

(i) Generally. Each Lot in the Properties is hereby subjected to an annual assessment (the "Annual Assessment"), commencing for such Lot on the date upon which the Declarant conveys the record fee title to the Lot to another Person. Such amount will be prorated based on the number of days remaining in the calendar year. Unless otherwise decided by the Board, the Annual Assessment will be paid by the Owner or Owners of each Lot within the Properties to the Association on an annual basis, on the dates determined by the Board of Directors, unless the Board of Directors determines otherwise.

The Annual Assessment as to a Lot will commence at such time as the Declarant conveys the record fee title to the Lot to another Person. Those Lots will be assessed at ½ the full Annual Assessment for Lots until such time as the Lot is improved with a Residence and is sold to the general public. For the calendar year 2019, the ½ Annual Assessment may not exceed $485.00 per Lot. At the time any Lot that is improved with a Residence is sold to the general public, the full Annual Assessments for a Lot as determined by the Board shall apply to such Lot. For the calendar year 2019, the full Annual Assessment may not exceed $970.00 per Lot.

It shall be the obligation of the Owner of each Lot to promptly notify the Association (or its managing agent) in writing, at such time as any Lot is sold to the general public. Upon any such notification, the Association (or its managing agent) may re-assess such Owner for the increased Annual Assessments due the Association, resulting from the change of status of the Lot, prorated for the number of days remaining in the year, having given credit for the amount already paid. As used herein, the term "general public" shall mean any Person besides the Declarant or the Person the Declarant conveyed record title to the Lot.

(ii) Uses. The Association may accumulate any portion of the Annual Assessments for the Maintenance Fund and may use the Maintenance Fund for any purpose provided by this Declaration, including by way of clarification and not limitation, at its sole option, any or all of the following: payment of all legal and other expenses incurred in connection with the enforcement of all charges, Assessments, covenants, restrictions and conditions affecting the Properties, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, caring for vacant Lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Board of Directors to keep the Properties neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Board of Directors in the expenditure of the Maintenance Fund shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation or obligation that any of the above will, in fact, be provided by the Association.

(iii) Rendition and Notice. Annual Assessments shall be payable monthly, unless the Board of Directors decides otherwise. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum and shall fix the amount of the Annual Assessment against each Lot by December 1 preceding the Annual Assessment period. The Annual Assessment period shall begin on January 1 of each year. Written notice of the Annual Assessment and the monthly due dates shall be sent to every Owner subject thereto at the address of each Lot or at such other

address provided to the Association in writing. Annual Assessments shall be considered delinquent if not received within ten (10) days of the date for which the monthly payment of the Annual Assessment pertains.

(iv) Declarant's Obligations. So long as the Declarant owns any Lots, even though Annual Assessments shall not commenced as to such Lots, the Declarant shall have three (3) options with respect to funding the Association, which may be exercised singly or in combination: (1) the Declarant may annually elect either to pay Annual Assessments on the Lots it owns or (2) the Declarant may elect to pay to the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of expenditures required to operate the Association during the fiscal year, or (3) Declarant may require the Board (whether the Board is the same as Declarant, his agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Board's fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) to execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association for obligations of the Association.

The Declarant shall be given preliminary budget numbers for the next fiscal year no later than August 1st of each year, so that it may evaluate its decisions under this paragraph. Upon Declarant's sale of all Lots owned by it, Declarant shall have no further obligation to pay Assessments to, or fund any deficits of, or make any contributions to, the Association.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

So long as the Declarant owns any Lot, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Assessment Rate for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future year.

8.3 Maximum Annual Assessments.

(i) Without Vote of Members. The maximum Annual Assessment for Lots for calendar year 2019 shall be in the amount set by the Declarant. Beginning with Annual Assessment for calendar year 2020, the maximum Annual Assessment for Lots may be increased once a year by the Board of Directors of the Association, by an amount not to exceed fifteen percent (15%) over the prior year's Annual Assessment, without a vote of the Members of the Association. In the event the Association becomes indebted to the Declarant in any manner, the Board of Directors will be required to assess the Owners the maximum assessment provided for in this Section 3(i) of Chapter VIII each year to provide for the repayment to the Declarant until the Declarant has been paid in full.

(ii) With Vote of Members. The Annual Assessment may be increased above that allowed by Section 8.3(i) if, and only if, the increase is approved by the affirmative vote of sixty-seven percent (67%) of the total Class "A" and Class "B" eligible votes of the Association at a meeting duly called for that purpose.

8.4 Special Assessments.

In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment against the Lots applicable to that year only, for expenses which are non-routine, unanticipated or in excess of those anticipated in the applicable budget. Any such Special Assessment shall require the affirmative vote or written consent of sixty-seven percent (67%) of each class of the Members who are voting at a meeting duly called for this purpose pursuant to Section 8.5. The Board may establish reasonable due dates for any such Special Assessments.

8.5 Notice and Quorum of any Action Authorized.

The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and proper form of notice of any meeting for the purposes set forth in Section 8.3(ii) or Section 8.4, as applicable, of this Chapter VIII, and to ascertain the presence of a quorum at such meeting.

8.6 Capitalization Fee.

Each Owner of a Lot other than Declarant (whether one or more Persons) at the time it purchases a Lot, shall be obligated to pay to the Association a fee % of the then current annual assessment not to exceed 100% as determined from time to time by Board per Lot, at the time of sale, as a Capitalization Fee. Such funds from the Capitalization Fee collected at each sale shall initially be used to defray initial operating costs and other expenses of the Association, and later used to ensure that the Association shall have adequate funds to meet its expenses and otherwise, as the Declarant (and later the Association) shall determine in its sole discretion (hereinafter "Capitalization Fee"). Such Capitalization Fee shall be non-refundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to the Declaration. The amount of the Capitalization Fee may be changed prospectively (but not retrospectively) by the Association from time to time in its discretion. Such Capitalization Fee will be collected from the Owner directly at the purchase of the Lot. If any Lot is subdivided and/or platted into multiple Lots, then the multiple Lots will thereafter be subject to the Capitalization Fee at the time of each sale. Such Capitalization Fee shall be deemed an Assessment hereunder and may be collected in the same fashion.

8.7 Specific Assessments.

The Board of Directors, subject to the provisions hereof, may levy a Specific Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to

comply with this Declaration, the Certificate, the Bylaws, Minimum Construction Standards, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. Further, any fines and/or penalties levied pursuant to this Declaration or pursuant to the Rules and Regulations shall be deemed Specific Assessments to be collected in the same manner as other Specific Assessments. The amount of the Specific Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Specific Assessment is owing.

8.8 Estoppel/Resale Certificates.

The Association or its agent shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or its agent setting forth whether the Assessments on a specified Lot have been paid, however the Declarant shall not be charged for any such certificate when selling to an Owner. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.9 Attribution of Payments.

If any Owner's payment is less than the total amount owed and the payment does not specify how it should be applied, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Specific Assessment until the Specific Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; (c) Annual Assessment until the Annual Assessment has been satisfied and (d) any other amounts outstanding in compliance with the Texas Property Code.

8.10 Effect of Nonpayment of Assessments.

Any of the Assessments which are not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

(i) interest at the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law, if less than eighteen percent (18%), and all costs of collection, including reasonable late fees, administrative fees and attorney's fees;

(ii) an action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court, and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge.

8.11 Contractual Lien.

(i) Generally. Assessments (together with interest and reasonable late fees, administrative fees and attorney's fees if it becomes necessary for the Association to enforce

collection of any amount in respect of any Lot) shall be a charge on each Lot and shall be secured by a continuing lien upon each Lot against which such assessment is made until paid.

(ii) Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Official Public Records, an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(iii) Creation of Lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association and to the Master Association a lien for the purpose of securing payment of Assessments upon such Lot. The Association, acting by and through the Board of Directors may, but shall not be obligated to, prepare and record in the Official Public Records, a notice of such lien which will constitute further evidence of the lien for Assessments against a Lot. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) and to the Master Association such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and attested to by the Secretary or an Assistant Secretary of the Association and filed in the Official Public Records.

(iv) Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 and Chapter 209 of the Texas Property Code (as may be amended or revised from time to time hereafter). In the event of the election by the Board of Directors of the Association or the Master Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Lot, and all rights appurtenant thereto in accordance with Section 51.002 and Chapter 209 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers by deed binding upon the Owner or Owners of such Lot, and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 and Chapter 209 of the Texas Property Code (as said statute shall read at the time notice is given).

(v) Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or nonjudicial, the Association and/or Master Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association and/or Master Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot, and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect

such rents and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

8.12 Abandonment, Etc.

No Owner may waive or otherwise escape said lien and liability for the assessments provided for herein by abandonment, non-use or divestiture of ownership of a Lot for any Assessment which became due and payable during the time when such Owner owned the Lot.

8.13 Exempt Portions of the Properties.

All portions of the Properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, shall be exempt from the Assessments and other charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a Residence or other approved use shall be exempt from Assessments and charges and the lien herein securing-payment thereof.

8.14 No Offsets.

The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, (b) any claim by the Owner of abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

8.15 Subordination of the Lien to Mortgages.

The lien of the Assessments provided for herein shall be subordinate to the liens created in the Master CCR's and to any first priority lien mortgages relating to the Lots or liens relating to construction upon the Lots. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to the foreclosure of a first priority lien mortgage or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments accruing on such Lot prior to the date of sale or transfer.

PART D: DEVELOPMENT AND COMMUNITY

Chapter 9. Annexation

9.1 Annexation.

Additional residential property may be annexed into the jurisdiction of the Association (only after being first annexed into the Master Association) upon the favorable vote of sixty-seven percent (67%) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Provided, however, for so long as there is a Class "B" membership and Class "B" voting status, additional residential property may be unilaterally annexed by Declarant without approval by Members of the Association, however, if such property is not owned by Declarant, only with the consent of the owner thereof. Further, additional real property may be annexed hereto from time to time by the Board (only after being annexed first into the Master Association) without the consent of the Owners. Annexation of additional property shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration and shall become effective on the date a Supplemental Declaration is signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is recorded in the Official Public Records, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots. The funds resulting from any assessment, levied against any property hereinafter annexed to the Properties may be combined with the funds collected from the Owners of Lots within the Properties and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

9.2 Withdrawal of Property.

Declarant reserves the unilateral right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 1 above, for the purpose of removing unimproved portions of the Property from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Association Property, the Association shall consent to such withdrawal by majority vote of the Board. For purposes of this Section 2, the term "unimproved" means no above ground, vertical improvements located on such property.

Chapter 10. Easements and Utilities

10.1 Association Easements.

The Association, its agents, contractors, and employees and the Master Association and its agents, contractors and employees shall have and be entitled to all easements specifically referenced throughout this Declaration.

10.2 Maintenance Easements.

The Association, its agents, contractors, and employees and the Master Association and its agents, contractors and employees ("the Beneficiaries") shall be entitled to an easement across all Lots to access, inspect, maintain, remove or replace any facilities or improvements owned or maintained by Association or Master Association. No permanent structure may be installed, constructed or maintained within this easement area. Landscaping and moveable items may be placed within the easement area subject to the following: (i) no items may be attached to nor penetrations made into the wall or fence, (ii) vines may not be allowed to grow onto the wall of fence, shrubbery must be kept trimmed away from the wall or fence and trees limbs may not touch the wall or fence; and (iii) if such landscaping or items must be removed in order to perform necessary tasks, the Beneficiaries shall not be held liable for damage or reconstruction.

10.3 Title to Utility Lines.

The title conveyed to any Lot within the Properties shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary lines, poles, pipes, conduits, or other appurtenances or facilities constructed upon, under, along, across, or through such utility easements. No Lot Owner shall own the pipes, wires, conduits, or other service lines running through his Lot that are used for or serve other Lots, but each Lot Owner shall have an easement to use such facilities to the extent necessary for the use, maintenance, and enjoyment of his Lot.

10.4 Easements for Utilities, Etc.

(i) Generally. Declarant hereby reserves unto Declarant (so long as Declarant owns any portion of the Properties), and the designees of Declarant, a blanket easement upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, alarm monitoring systems, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner thereof.

The Owners (other than Declarant) hereby acknowledge that all rights to provide bundled telecommunication services are reserved exclusively to the Declarant under the Master CCR's, and the Association shall not attempt to provide nor enter into any type of competing contract to provide similar services as those being provided by Declarant, nor enter into or attempt to enter into any bulk rate arrangements for cable, telephone or security.

(ii) Specific Easements. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Chapter shall in no way adversely affect any other recorded easement on the Properties.

10.5 Additional and Other Services.

The Association may elect to provide services and facilities for the Properties and shall be authorized to enter into contracts with other entities to provide such services and facilities. In addition to Assessments, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance and pest control services. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

Chapter 11. General Provisions

11.1 Duration and Amendment.

The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors, and assigns for a term of sixty (60) years from the date this Declaration is recorded in the Official Public Records, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each.

Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that this Declaration may be amended at any time and from time to time by the affirmative vote or written consent of Members holding at least sixty-seven percent (67%) of the total votes in the Association and the written consent of the Declarant, for so long as the Development Period has not expired. After the expiration of the Development Period, the written consent of the Declarant shall not be required. Any such amendment shall be recorded in the Official Public Records, so amending this Declaration. In addition, Declarant shall have the right at any time and from time-to-time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and recorded in the Official Public Records.

11.2 Compliance.

It shall be the responsibility of each Owner or occupant of a Residence to obtain copies of and become familiar with the terms of the Master CCR's, this Declaration, Certificate, Bylaws, Rules and Regulations, and Minimum Construction Standards. Every Owner of any Lot shall comply with all lawful provisions of the Master CCR's, this Declaration, the Bylaws, and Rules and Regulations of the Association. 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 or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws, including, but not limited to, the right to assess fines for failure to comply.

11.3 Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION, COMMUNITY COUNCIL, ASSOCIATION, THEIR DIRECTORS, TRUSTEES, OFFICERS, COMMITTEES AND AGENTS, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE MASTER ASSOCIATION, COMMUNITY COUNCIL, ASSOCIATION, THEIR DIRECTORS, TURSTEES, OFFICERS, COMMITTEES AND AGENTS, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL 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 MASTER ASSOCIATION, COMMUNITY COUNCIL, ASSOCIATION, THEIR DIRECTORS, TRUSTEES, OFFICERS AND AGENTS, THE DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, 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 BURGLARS 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 MASTER ASSOCIATION, COMMUNITY COUNCIL, ASSOCIATION, THEIR DIRECTORS, TRUSTEES, OFFICERS, COMMITTEES AND AGENTS, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY RESIDENCE AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND

FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION, COMMUNITY COUNCIL, ASSOCIATION, THEIR DIRECTORS, TRUSTEES, OFFICERS, COMMITTEES AND AGENTS, 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 PROPERTIES.

11.4 Assignment of Declarant's Rights.

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, in whole or in part, provided the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Public Records. This Section may not be amended without the express written consent of Declarant.

11.5 Additional Restrictions Created by Those Other Than Declarant.

No Person shall record any covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

11.6 Severability.

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

11.7 Number and Gender.

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

11.8 Delay in Enforcement.

No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to

obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

11.9 Enforceability.

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

11.10 Remedies.

In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Properties, or any portion thereof, may institute and prosecute any proceedings at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

11.11 Violations of Law.

Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

11.12 No Representations or Warranties.

No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Properties, or any Improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

11.13 Captions for Convenience.

The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to Chapters and Sections are to chapters and sections of this Declaration.

11.14 No Condominium.

This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. §81.001-81.210.

11.15 Governing Law.

This Declaration shall be construed and governed under the laws of the State of Texas.

11.16 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, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration to be effective as of the 23rd day of April, 2019.

ARTAVIA DEVELOPMENT COMPANY, a Texas corporation

By: _____
E. Travis Stone, Jr., President

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23rd day of April, 2019, by E. Travis Stone, Jr., the President of ARTAVIA DEVELOPMENT COMPANY, a Texas corporation, on behalf of such entity.

_____
Notary Public, State of Texas

A. MCLEMORE
Notary Public, State of Texas
Comm. Expires 06-20-2021
Notary ID 131179008

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5051 Westheimer Rd., Suite 1200
Houston, TX 77056

CONSENT OF LIENHOLDER

(PILOT LAND ACQUISITIONS, LLC)

PILOT LAND ACQUISITIONS, LLC, a Texas limited liability company, whose address is 3605 South Town Center Drive, Suite A, Las Vegas, Nevada 89135, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Village (as such term is defined in the Declaration of Covenants, Conditions and Restrictions for Artavia North Village to which this Consent of Lienholder is attached (the "Declaration")), created pursuant to that certain Deed of Trust, Security Agreement and Assignment of Leases and Rents dated effective October 1, 2018, recorded in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 2018096134 ("Lien Document"), hereby:

(a) Consents to the terms and conditions of the Declaration to which this Consent of Lienholder is attached;

(b) Acknowledges that the execution of the Declaration does not constitute a default under the Lien Document or any other documents executed in connection with or as security for the indebtedness described in the Lien Document;

(c) Subordinates the lien of the Lien Document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under the Declaration; and

(d) Acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations, and interests created under the Declaration.

No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

[Signature page follows this page.]

Executed as of the date acknowledged below.

PILOT LAND ACQUISITIONS, LLC,
a Texas limited liability company

By: BFO Management, LLC,
a Nevada limited liability company,
its Manager

By: Pilot Grove Management, LLC,
a Nevada limited liability company,
its Manager

By: _____
Dominic F. Polizzotto, Manager

THE STATE OF NEVADA §
§
COUNTY OF CLARK §

This instrument was acknowledged before me this 23 day of April 2019, by Dominic F. Polizzotto, Manager of Pilot Grove Management, LLC, a Nevada limited liability company, Manager of BFO Management, LLC, a Nevada limited liability company, Manager of Pilot Land Acquisitions, LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
NOTARY PUBLIC, STATE OF NEVADA

JENNIPHER PARKER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-23-22
Certificate No: 18-2080-1

JOINDER OF ADDITIONAL PARTIES

The undersigned, **ARTAVIA NORTH VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, joins herein for the purpose of agreeing to the terms and provisions set forth herein, including but not limited to the provisions in Chapter 8 regarding the billing and collecting of assessments, fees, and charges owing to the Master Association and the Community Council and the payment of same to the Master Association and the Community Council regardless of receipt of same by the Association.

ARTAVIA NORTH VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____
E. Travis Jones, Jr., President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of April, 2019, by E. Travis Jones, Jr., the President of **ARTAVIA NORTH VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public State of Texas

A. MCLEMORE
Notary Public, State of Texas
Comm. Expires 06-20-2021
Notary ID 131179008

Exhibit "A" - Legal Description of the Community

1. Artavia, Section 1, a subdivision of 26.806 acres of land situated in the Benjamin B. Foster Survey, Abstract 785 and the S.S. Prosser, Jr. & W.T. Williams Survey, Abstract 839, and being recorded in Cabinet Z, Sheets 5467, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119616.

2. Artavia, Section 2, a subdivision of 37.770 acres of land situated in the Benjamin B. Foster Survey, Abstract 785 and the S.S. Prosser, Jr. & W.T. Williams Survey, Abstract 839, and being recorded in Cabinet Z, Sheets 5472, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119618.

3. Artavia, Section 3, a subdivision of 27.733 acres of land situated in the Benjamin B. Foster Survey, Abstract 785 and the S.S. Prosser, Jr. & W.T. Williams Survey, Abstract 839, and being recorded in Cabinet Z, Sheets 5483, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119622.

4. Artavia, Section 4, a subdivision of 20.187 acres of land situated in the Benjamin B. Foster Survey, Abstract 785, and being recorded in Cabinet Z, Sheets 5493, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119626.

5. Artavia, Section 5, a subdivision of 21.987 acres of land situated in the Benjamin B. Foster Survey, Abstract 785, and being recorded in Cabinet Z, Sheets 5488, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119624.

6. Artavia, Section 6, a subdivision of 10.374 acres of land situated in the Benjamin B. Foster Survey, Abstract 785, and being recorded in Cabinet Z, Sheets 5479, *et. seq.*, of the Map Records of Montgomery County, Texas, and in the Official Public Records of Montgomery County, Texas, and under Clerk's File Number 2018119620.

Exhibit "B" – Community Standards

Owners of Lots and residents of Artavia are expected to maintain their properties and Improvements to these Community Standards.

B.1 Occupants Bound.

All provisions of the Declaration, Bylaws of the Association ("Bylaws") and of any Rules and Regulations or other guidelines or restrictions promulgated by the Board which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the Rules and Regulations or other guidelines or restrictions promulgated by the Board, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, Rules and Regulations and other guidelines or restrictions promulgated by the Board.

B.2 Quiet Enjoyment.

No portion of the Properties 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 structure, thing, or material be kept upon any portion of the Properties 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 property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or 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 Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker (unless otherwise authorized herein), horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties. No musical group may perform or play and no outside instruments may be played without the prior written approval of the Architectural Review Committee.

B.3 Unsightly or Unkempt Conditions.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

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 other approved enclosure.

B.4 Leasing of Lots.

(1) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(2) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than ninety (90) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee.

B.5 Subdivision of Lots.

Notwithstanding anything contained herein to the contrary, Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

B.6 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 Architectural Review Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed seven feet (7') in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked on the driveway on a Lot, however, no vehicle shall be parked upon any portion of the grassed areas, landscaped areas or yard. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. No motor bikes, motorcycles, motor scooters, "go-carts", 3 or 4 wheelers, golf carts or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Declarant or the Board, as the case may be, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or annoyance.

The Declarant and the Board may adopt additional Rules and Regulations regulating parking on the streets in the Properties.

B.7 Prohibited Activities.

Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No fireworks or firearms shall at any time be discharged in the Village. As long as it owns any property in the Village, the Declarant may maintain in or upon such portions of the property as the Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including but not limited to, offices, sales offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are specifically prohibited without the express written consent of the Declarant.

As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his Residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the dwelling unit or any structure or improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. It is not the intent of this Declaration to exclude from a dwelling unit any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision in this Declaration, is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

B.8 No Hazardous Activities.

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

B.9 Animals.

(a) Only dogs, cats and other common household pets ("Pets") may be kept on lots provided that they are not kept, bred or maintained for any commercial purpose. Livestock, poultry and all other animals, other than the Pets defined above, are specifically prohibited.

(b) No more than three (3) adult Pets are permitted on each lot. Any Pet over three (3) months of age is considered an adult. The limitation does not apply to birds, fishes, hamsters or other animals that constantly caged or kept within the main residential dwelling.

(c) Pets must be physically confined to the property, in control of the Pet owner or kept in the house. When away from the property, the Pet must be on a leash and be under the control of a responsible party at all times. Pets may not be allowed to roam free.

(d) It is the Pet owner's responsibility to keep the property clean and free of pet debris and odors. When walking Pets off the property, the Pet owner is responsible for cleaning up and removing any pet defecation.

(e) Pets must not be allowed to become a nuisance, annoyance or danger to the neighborhood. Excessive barking or loud barking between 10:00 p.m. and 6:00 a.m. may be considered a nuisance if not controlled by the Pet owner.

(f) No animals of any kind shall be raised, bred, or kept on any Lot for commercial purposes.

(g) No savage or dangerous animals, as determined by the Board in its sole discretion, may be kept or housed within the community. Pets which have a history of harming other pets or residents are not allowed.

(h) The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions.

(i) It is not the intent of the Association to prohibit service, support or comfort animals needed by owners or occupants. However, if a person feels an exception is needed, the Association will consider any request and make a reasonable accommodation in the appropriate circumstances. To make a request, simply send a letter describing the situation and request to the Association's office.

B.10 Antennas and Dish-Type Devices.

(i) Dish-Type Devices in Excess of One Meter (39 inches). No direct broadcast satellites, multichannel multipoint distribution type devices, and microwave broadband transmitters and receivers (referred to herein collectively as "Dish-Type Devices") which exceeds one meter (39 inches) in diameter is permitted on any Lot.

(ii) Dish-Type Devices of One Meter (39 inches) or Less, Antennas and Related Masts. One (1) Dish-Type Device of one meter (39 inches) or less, television broadcast antennas ("Antennas") and related masts, are permitted to be placed on a Lot provided any such item complies with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the Owner of the applicable Lot, on or before the installation of any Dish-Type Device, Antenna or related mast provided for in this Section. Such notification must include the type and color of the Dish-Type Device, Antenna and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in a plot plan.

If the Owner of a Lot proposes to install a Dish-Type Device, Antenna and any related mast as set forth in this Section in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such Owner must submit an application to the Architectural Review Committee and obtain the written approval of the Architectural Review Committee prior to commencing such installation. In connection with the Architectural Review Committee's decision, the Architectural Review Committee shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Architectural Review Committee must be made on a form approved by the Architectural Review Committee and contain such information as may be required by the Architectural Review Committee, including a statement which specifically describes the manner in which it is proposed that such Dish-Type Device, Antenna and related mast will vary from such minimum conditions. The Architectural Review Committee shall endeavor to make its decision regarding the proposed Dish-Type Device, Antenna and any related mast on an expedited basis within seven (7) days after receipt by the Architectural Review Committee of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the Owner's obligation to comply with all governmental laws and regulations and other regulations affecting the Lot concerned.

(iii) Minimum Conditions. In addition to the foregoing requirements, no Dish-Type Device, Antenna, or any related mast shall be erected, constructed, placed, or permitted to remain on any Lot unless such installation strictly complies with the following minimum conditions (however, each Minimum Condition shall not apply if it unreasonably delays installation of the applicable Dish-Type Device, Antenna, and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):

(a) The Dish-Type Device, Antenna and any mast must be located to the rear one-half (1/2) of the Lot and must serve only improvements on the particular Lot in which it is located.

(b) To the extent feasible, the Dish-Type Device, Antenna and any mast, including its base and anchoring structure, shall not extend above the roofline of the house located on the Lot and shall not be visible from the frontage street or any adjoining street.

(c) To the extent feasible, no Dish-Type Device, Antenna or mast shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot.

(d) The Dish-Type Device, Antenna and any mast must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.

(e) No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Dish-Type Device, Antenna or mast.

(f) No Dish-Type Device or Antenna shall ever be used to send or receive any ham radio signal.

(g) No Dish-Type Device or Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Village.

(h) The Dish-Type Device or Antenna and any mast shall be one solid color only, either white or black or shades of either brown, gray or tan.

(i) Any Dish-Type Device, Antenna or related mast installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

(j) If any provision of this Section is ruled invalid, the remainder of the provisions in Section shall remain in full force and effect.

B.11 Basketball Goals.

(a) Three styles of basketball goals are allowed with prior ARC approval: permanent pole mounted, permanent garage mounted and portable goals.

(b) All basketball goals must be located at least five feet (5') from property lines.

(c) Permanent pole mounted basketball goals may not be installed closer to the street than twenty feet (20') from the front property line. Permanent pole mounted basketball goals may also be installed in back yards.

(d) Permanent garage mounted basketball goals may be installed on the roof or garage wall on the side of the garage with the garage door. Permanent garage mounted basketball goals may also be installed in back yards.

(e) Portable basketball goals are allowed provided they are placed in a position allowed for permanent goals or are removed from public view when not in use. Overnight storage in a prohibited position is not allowed. Placement at the curb or in the street for use is not allowed. For stability, portable basketball goals are designed to have their

base filled with sand or water. External weights shall not be maintained on top of the base. In advance of a predicted high wind event, portable goals should be placed in a safe location and position.

(f) Only commercially manufactured equipment is allowed. Poles must be metal, wood posts are not acceptable. Poles must be painted black. On garage mounted goals, the support framing must be painted black or a color to match the underlying roof shingles or siding. Backboards must be metal, glass, plastic or other weather-resistant material. Backboards must be white or clear. Rims and nets must be commercially made material and color.

(g) Permanent goals must be installed per manufacturer's instructions to maintain the goal in a vertical position. Portable goals must be stored in an upright position and in a usable position if in public view. Portable goals may not have items stored on the base as weights to keep the goal from tipping – the base can be filled with sand or water for that purpose, pursuant to manufacturer's recommendations.

(h) The basketball goal, backboard, rim, net and post or frame must be maintained in usable condition and neat appearance at all times. Bent rims and broken/damaged backboards must be replaced. Backboards and posts must be repainted if they become chipped, rusted, faded or unsightly. Nets must be replaced if they become torn, detached or are missing. Any basketball goals which are not maintained must be removed. If a pole mounted goal is removed the pole must be removed completely or to below ground level. If a garage mounted goal is removed, all bracing must be removed and the underlying roof or siding repaired.

(i) Only one basketball goal is allowed per Lot.

(j) The use of basketball goals may not become an annoyance to neighbors. In placing goals beside driveways and in the back yard, consideration must be given to noise levels at the adjacent neighbor's home and the effect of balls missing the backboard. Basketball goals may not be utilized before 7:00 a.m. or after 9:00 p.m.

B.12 Burglar Bars.

(a) Exterior burglar bars are not allowed on any doors or windows visible from public view.

(b) Interior burglar bars visible from public view may be approved by the ARC based on appearance and screening.

(c) Iron gates enclosing the front entry area will be considered on a case-by-case basis based on the design of the entry. A metal gate attached to the front door frame would be considered burglar bars and is not allowed.

B.13 Business Use of Homes.

All properties in the community are for single family residential use only and no Lot is to be used for business, professional, commercial or manufacturing use of any kind. 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 following guidelines are established to determine whether a use of a Lot is in violation of the intent of the deed restrictions. A use shall be considered in violation if any one of the conditions listed below materially exists.

(a) Signs are placed on or around the Lot indicating a business (whether or not for profit) is being conducted from the Lot.

(b) Promotional material is being used or distributed which indicates a business (whether or not for profit) is being conducted from the Lot. The use of a residential phone number would not constitute a violation of these Guidelines but the use of the property address would. Normal business stationary and cards are not considered promotional material for these purposes.

(c) The Lot is being used in such a manner to routinely cause an excessive flow of traffic to the Lot or an increased amount of parking on or around the Lot.

(d) Chemicals or materials are being used, produced or stored at the Lot which are not generally for residential use.

(e) Quantities of chemicals or materials are being used, produced or stored at the Lot in excess of normal residential requirements.

(f) Excessive amounts of waste materials are being stored or generated from the Lot.

(g) An activity or condition exists at the Lot that is offensive or noxious to the community by reason of odor, fumes, dust, smoke, noise or pollution.

(h) An activity or condition exists at the Lot that is hazardous by reason of excessive danger of fire or explosion.

(i) An activity or condition exists at the Lot which creates an increased liability to other property owners or to the Association.

(j) Employees, contractors or other agents associated with the Owner or Occupant of the Lot travel to the Lot and conduct business or carry out their business activities at the Lot.

(k) The Lot is being used for an activity that is illegal or immoral, as that term may be currently defined by the Courts of the State of Texas.

(l) An activity or condition exists at the Lot which attracts an undesirable element to the community.

B.14 Clothes Drying.

No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots or any street.

B.15 Damage or Destruction of Improvements.

Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the ARC, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such Improvement.

B.16 Decks.

A deck is defined as a low but above-ground walking and seating area that may be attached to a structure or free-standing. A high walking and seating area attached to the 2nd story of a house is referred to as a balcony. A ground level walking and seating area, typically made from concrete or brick pavers is referred to as a patio.

(a) Decks may only be installed in the back yard. Decks may not be built over side or rear setback lines as shown on the plat for the Lot. Decks may not encroach into any easement shown on the plat for the Lot unless the easement holder involved grants their written consent to such encroachment.

(b) No deck may be constructed in a location or in a manner that would impede the flow of water off of the Lot or cause water to flow onto an adjacent Lot.

(c) Decks must be constructed of wood or a wood-composite material. The ARC may consider other materials if appropriate for the application. Wood decks must be built with treated wood or naturally insect/rot resistant wood (e.g. redwood or cedar).

(d) Decks may be stained, painted, sealed or left untreated. Any colored stain, paint or sealant must be approved in advance by the ARC.

(e) The walking surface of decks may not be higher than eighteen inches (18") above ground level. A deck may have built in benches and/or railings installed at the natural height for those items.

(f) All decks must be maintained in a sound and attractive manner. Any decks falling into disrepair must be promptly repaired or removed.

B.17 Decorative Embellishments.

Decorative embellishments are any items which are not part of the main residential structure, garage or living landscaping on the Lot and are placed for decorative reasons.

(a) In compliance with Community-Wide Standards a reasonable number of small sculptures, potted live plants, benches and decorative items may be placed on the porch area of the home. A reasonable number of potted live plants may also be placed on the driveway behind the front plane of the house as long as they do not block the garage door.

(b) A reasonable number of small decorative items, such as clay figures or stepping stones, may be placed in mulched beds in public view as long as the items are no taller than twelve inches (12"), are tasteful and blend in with the shrubbery bed (in the sole discretion of the ARC).

(c) After review, the ARC may allow a bench to be placed in public view in an area other than the front porch. Any such approved bench would typically be small, attractive, behind the front plane of the house and not blocking the garage door.

(d) Holiday symbols and decorations of a temporary nature are exceptions. Holiday decorations may be installed no sooner than four (4) weeks prior to the date of the holiday or event and must be removed no later than four (4) weeks after the date of the holiday or event. The Association may adopt time, place and manner restrictions to the items that are outdoors and visible to the public. The Association may also establish a reasonable limit to size and number of symbols and/or decorations.

(e) House numbers shall be placed on the house by the builder at the time the home is constructed. Only house numbers in the materials, color and design as installed by the builder are allowed. No house numbers may be placed on any type of freestanding structure in the front yard.

B.18 Drains.

(a) Cutting, breaking and removing curbs for Lot drainage is strictly prohibited.

B.19 Fence Gates.

(a) Lots with a Residence may have only one (1) gate in the fence facing the fronting street for accessing the back yard. Resident owned and maintained iron fences bordering an Area of Common Responsibility may have one (1) additional gate on the rear fence with a maximum width of three (3) feet. Such additional gate must be made of metal, match the existing fence in style and height, and be located in the middle one-third of the rear fence. If such additional gate is directly adjacent to a public walkway or trail then such gate must open inward onto the Lot.

(b) Chain link, chicken wire, lattice and louver gates and fences are not allowed.

(c) Gates may not be installed in the boulevard and common area fences owned and maintained by the Association.

B.20 Fences, Walls and Hedges.

(a) Fences, either wood or iron, are installed at the time of new construction.

(b) All fences on corner Lots must be setback five (5) feet from the side property line.

(c) All interior Lot fences shall be "good neighbor" fences. Good neighbor fences must be constructed with a two (2) inch by six (6) inch treated rot board, and one (1) inch by six (6) inch cedar pickets and must have seven (7) foot long alternating panels.

(d) No fence, wall or hedge may exceed eight (8) feet in height. Written approval from the ARC is required for all fence additions, extensions or modifications.

(e) A chain link fence is only allowed if it is fully concealed from public view within a wood fenced back yard. A fence of this type might be used for a dog run or to enclose a swimming pool.

(f) Any painting, staining or varnishing of fences must be approved by the ARC. If approved, all adjacent fences must be coated with the same material and color. For a fence that crosses a side property line to connect two houses, this means that the fence on both sides of the property line must be coated.

B.21 Flags and Flagpoles.

American, Texas and Military Flags: Chapter 202.012 of the Texas Property Code addresses the display of certain types of flags within property owners associations in the state of Texas. It is the intention of the Association to be fully compliance with the provisions of the law. Separate guidelines may be adopted for this purpose.

Decorative Flags: Up to two Decorative Flags may be displayed on a Lot. "Decorative Flags" include, for example, flags for sports teams, colleges or foreign countries and flags of a seasonal or holiday nature. The ARC has sole discretion to determine whether a flag constitutes a Decorative Flag or whether the flag is offensive or inappropriate for public display. Decorative Flags and flagpoles displayed in accordance with these guidelines do not require approval from the ARC, provided the terms of these guidelines are strictly complied with. Display of a Decorative Flag not in compliance with these guidelines will be considered a violation of this Declaration.

(a) Decorative Flags may be attached to poles mounted on the house or on a small holder within the front shrubbery bed. Flag streamers and banners are strictly prohibited.

(b) For poles attached to the house, the maximum length is 6 feet (6'). The pole must be a commercially made flagpole and must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The maximum size of a Decorative Flag to be displayed on a pole mounted to a house is three feet by five feet (3' x 5').

(c) For small flag holders in shrubbery beds displaying Decorative Flags, the holder may be no taller than 4 feet (4'). The holder must be commercially made for the purpose of

flag display. The maximum size of a Decorative Flag to be displayed on a small flag holder in shrubbery beds is eighteen inches by eighteen inches (18" x 18").

(d) Decorative Flags of a holiday nature may be displayed up to four (4) weeks in advance of the corresponding holiday and must be removed within four (4) weeks after the corresponding holiday.

(e) Decorative Flags of a seasonal nature may only be displayed during the appropriate corresponding season. The ARC has sole discretion to determine whether a Decorative Flag of a seasonal nature is being displayed during an inappropriate time frame.

(f) Decorative Flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning or damaged in any way.

(g) Flagpoles mounted to a dwelling or garage must be removed from view when no flag is displayed.

(h) Decorative Flags must be attached to a flagpole in order to be displayed.

(i) Decorative Flags that contain language, graphics or any display that is patently offensive to a passerby are prohibited.

B.22 Garage Conversions.

(a) Garages may not be converted into living space or storage space which precludes their primary use for the storage of vehicles.

(b) Second story living units above detached garages may be considered for approval by the ARC on a case-by-case basis.

(c) Any workshop, potting shed, greenhouse or other attachment to a garage must be approved by the ARC.

(d) Aluminum, sheet metal or fiberglass carports are not permitted.

B.23 Garage Sales.

(a) Garage sales held at individual Lots are prohibited except during Association sponsored, community-wide garage sales, if any.

(b) Estate sales or auctions may be allowed, if approved in advance in writing by the Association if the sale will occur entirely within the home or rear yard.

B.24 Generator.

Chapter 202.019 of the Texas Property Code addresses standby electric generators (SEG) within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

(a) The owner shall first apply to and receive written approval from the Association prior to installation of any SEG that will be located outside of the main residential structure.

(b) The SEG must be installed and maintained in compliance with manufacturer's specifications and applicable governmental health, safety, electrical and building codes.

(c) All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must installed in accordance with applicable governmental health, safety, electrical and building codes.

(d) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.

(e) All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.

(f) All non-integral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(g) The SEG and its electrical and fuel lines shall all be maintained in good condition.

(h) If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe then that component shall be repaired, replaced or removed as appropriate.

(i) The SEG shall be screened in accordance with plans submitted to and approved by the ARC, if it is: (i) visible from the street faced by the dwelling, (ii) located in an unfenced side or rear yard of a Residence and is visible either from an adjoining Residence or from adjoining property owned by the property owners' association, or (iii) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining Lot or from a common area.

(j) The SEG shall be periodically tested in accordance with the manufacturer recommendations.

(k) The SEG shall not be used to generate all or substantially all of the electrical power to the Residence, except when utility-generated electrical power to the Residence is not available or is intermittent due to causes other than nonpayment for utility service to the Residence.

(l) Manufacturer's recommend routine exercising of SEG to ensure the ability to operate during an outage. Exercising must be scheduled during daytime hours.

(m) The SEG must be located on the owner's property and in a location approved by the ARC.

B.25 Landscaping.

(a) Landscaping is defined as plants, trees, shrubs, flowers, mulch, and landscape borders. Landscaping in public view is subject to ARC review.

(b) Landscaping on Lots must be maintained to at least the same level as was originally installed by the builder. Landscaping in the front beds must fully screen the foundation of the house facing any street. Dead or diseased shrubbery must be removed and replaced.

(c) Dead or diseased trees must be removed with the stump ground below grade and sodded over. Replacement trees must be a minimum of two inch (2") caliper when measured twelve inches (12") above ground.

(d) Trellises, window boxes, arbors and permanent brick borders in public view must have ARC approval.

(e) Permitted borders include steel edging and/or natural stone.

(f) Plant beds must be mulched with shredded hardwood bark.

(g) Red mulch, plastic edging, loose brick edging, concrete scallop edging, corrugated aluminum edging, wire wickets, railroad ties or times, chicken coop wire attached to stakes and small picket fencing are prohibited.

B.26 Landscaping – Artificial Vegetation.

(a) No artificial vegetation, including but not limited to artificial turf, plastic plants or other artificial or simulated plants, shall be permitted in any areas of the Lot visible from Public View.

(b) Artificial vegetation is permitted in an enclosed rear yard if out of public view.

B.27 Landscaping – Drought Resistant.

Chapter 202.007 of the Texas Property Code addresses drought resistant landscaping within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

(a) Prior to installing or changing water conserving landscaping on a Lot, the owner must submit plans and specifications ("Plans") to the ARC. No changes may be made until such Plans are approved in writing by the ARC. The Plans must include scale drawings of the proposed design on the Lot showing the home, all landscaping (including proposed and existing landscaping which will remain), all hardscape (including driveways, sidewalks, borders and decorative embellishments) and all mulched areas (including wood, rock or other ground cover). All plant materials must be identified by species, size and location. All hardscape and mulched areas must be detailed with location, material, dimensions and color as appropriate. The Plans must also show the proposed irrigation system including the types of heads/emitters and location of equipment such as controller and backflow prevention device.

(b) At least fifty percent (50%) of the visible portion of landscaping on a Lot (including the land in the road right-of way between the street curb and the parallel sidewalk) must contain a sodded turf grass.

(c) Artificial turf and artificial plants are prohibited on any portion of the Lot visible from public view including the view from streets and any Common Areas.

(d) Invasive plants, such as bamboo, which can grow and spread to adjacent yards, are prohibited. The use of cactus is discouraged but will be considered in limited quantities if dispersed within the landscape beds.

(e) All beds must be covered with an organic mulch (such as hardwood mulch) or inorganic ground cover (such as decomposed granite) in brown to black color range. Mulch and ground cover should be installed and maintained to a depth of two (2) to three (3) inches. The use of gravel or rock in front yard planting beds is prohibited, except as a border when set in and laid horizontally as quarried or utilized for drainage purposes.

(f) Rock or stone borders are encouraged although other materials will be considered which are similarly aesthetically pleasing. Plastic edging, corrugated aluminum, wire wicket, vertical timbers, railroad ties, etc. are not in character with the desired landscape effect and are prohibited.

(g) No plant with thorns or spines may be used within six feet (6') of a sidewalk or street

(h) Water conserving landscaping is subject to the same requirements as other landscaping. Xeriscaped areas must be maintained at all times to ensure an attractive appearance. Plants must be trimmed on a routine basis so as to maintain a neat and attractive appearance. Flowering perennials, ornamental grasses and other plants must be cut back during the winter after the above ground materials die off. Turf and beds must be maintained substantially free of weeds, fallen leaves and debris. Borders must be edged to maintain a clean turf and bed separations.

B.28 Laws and Ordinances.

Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

B.29 Lighting.

(a) Approved exterior lighting materials include cast aluminum, wood and brass. The following material is prohibited: plastic, colored lighting (save and except temporary holiday lights), pole mounted lights and lampposts.

(b) All exterior and landscape lighting must comply with city and county ordinances.

(c) Exterior decorative lights, security lights or floodlights must be directed so as to not shine onto a neighboring Lot. Any light which is a nuisance to neighbors will not be permitted.

(d) No security light fixture may be mounted above the eaves of the house or garage or more than ten feet (10') above the ground.

(e) Security lights may not be mounted on poles, fences, trees or structures other than the house or garage.

(f) Mercury vapor or fluorescent lights may be attached to the back of the house or the garage as long as the light fixture is not visible from public view and does not spill over into any neighbor's yard, or surrounding streets and/or public view.

(g) Holiday lighting of a temporary nature may be installed on the structure or around the Lot. All such lighting, including bulbs, fixtures, wiring, clips, stands, etc., must be removed within four (4) weeks of the end of the holiday.

B.30 Mailboxes.

The Properties will be served by cluster boxes by the U.S. Post Office. Individually Lots may not have mailboxes.

B.31 Maintenance by Association.

(a) In some cases, the Association may go onto private Lots to cure certain violations if the owner or occupant has failed to do so. Prior to taking such action, the Association must give the owner written notice at least ten (10) days in advance, or longer if required by law. It is the Association's policy to send at least one certified letter to the owner of record, clearly stating the work needed, the timeframe in which it must be completed, the remedy that it will be assigned to a contractor and that the costs will be billed back to the owner.

(b) On any forced maintenance, the full cost of the work plus any administrative fees will be billed back to the owner's account. Collection of the maintenance costs will be done per the Association's standard collection procedures.

B.32 Maintenance of Improvements.

(a) All buildings must be kept in good repair and must be painted when necessary to preserve their attractiveness. Rotted or damaged wood must be replaced and repainted as needed. Faded, peeling or discolored wood must be repainted. Mildewed, stained or dirty siding or brick must be cleaned.

(b) Fences must be maintained in good condition. Broken, rotted or missing pickets must be promptly replaced. Any fences or walls which are leaning noticeably must be returned to vertical.

(c) Sidewalks and driveways must be maintained in good condition. Broken concrete or sections which have lifted or settled to create a trip hazard must be replaced or

repaired. Excessive oil or rust stains, mildew or dirt must be cleaned. Staining or discoloration will be considered excessive when it is clearly noticeable and more than would exist with normal care.

(d) All other improvements or alterations to the Lot, such as exterior lights, gutters, downspouts, screens, window covers, antennae, play equipment, decks, patio covers, etc., must be maintained in good condition, replaced or removed.

B.33 Maintenance of Landscaping.

(a) The owners or occupants of all Lots shall, at all times, maintain the lawn and landscaping in a sanitary, healthful and attractive manner. This includes mowing the lawn, edging all areas where grass meets concrete, trimming around beds, fences and buildings, keeping beds and hardscape free of weeds, keeping a clear delineation between beds and lawn, keeping expansion joints and hardscape surface free of vegetation, trimming shrubbery and pruning trees.

(b) Trees must be pruned so that branches are a minimum of seven (7) feet over sidewalk, nine (9) feet over the curb and fourteen (14) feet over the center of the street. Suckers growing from the ground and trunks of trees should be removed.

(c) Shrubbery must be pruned or trimmed as needed to maintain an appropriate size and an attractive appearance.

(d) Wood mulch in beds and tree rings must be maintained weed-free and refreshed as needed to maintain an attractive appearance. Drip irrigation lines, if used, must be covered with mulch or landscaping.

(e) Any dead or damaged landscaping should be promptly removed and replaced. Landscaping and lawns should be treated for insects, fungus and other problems as needed to maintain a healthy and attractive appearance.

(f) Dead or damaged trees, which might create a hazard to property or community shall be promptly removed and replaced or repaired.

B.34 Nuisances and Annoyances.

(a) No activity shall be allowed to occur or a condition exists which creates a nuisance or annoyance within the Properties. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life, health or property, give unreasonable offense to senses, or obstruct reasonable use or quiet enjoyment of property.

(b) Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Association in its sole discretion.

B.35 Obstructions.

(a) To maintain sight lines at intersections, no fence, wall, hedge, shrub planting or other thing shall be installed, planted or maintained which obstructs sight lines at elevations between two feet (2') and six feet (6') above the street within twenty-five feet (25') of the corner of the property at the intersection.

(b) Trees must be pruned to prevent hazards to pedestrians and vehicles. Trees must be at least seven feet (7') over sidewalks, nine feet (9') over the curb and fourteen feet (14') over the center of the street.

(c) Trees must be pruned away from traffic signs and street signs to maintain clear visibility.

B.36 Outbuildings – Enclosed.

An enclosed outbuilding is defined as any enclosed structure which is not attached to the main residential structure. This includes structures such as, by way of example but not limitation, storage building, garden shed, greenhouse, bathhouse or playhouse. It does not include attached additions incorporated into the main Residence or detached garages.

(a) Enclosed outbuildings should have a peaked roof no higher than eight feet (8') from the ground to the highest point and a maximum floor space of one hundred and twenty square feet (120 sqft).

(b) Enclosed outbuildings are not allowed in unfenced rear yards or yards with open iron fencing. The structure must be kept a minimum of five feet (5') from any property line. Any building visible from public view should be placed to minimize the amount seen from public view. No building may block drainage on a Lot or divert drainage onto an adjacent Lot.

(c) Enclosed outbuildings should normally be placed in the rear yard behind the main residential structure. However, a small outbuilding under six feet (6') in height may be placed in a side yard if (i) the side yard is not adjacent to a street (i.e. a corner lot), (ii) the building is located a minimum of fifteen feet (15') behind the side yard fence, (iii) the building is not within five feet (5') of the side property line and (iv) the building does not block drainage or divert drainage onto an adjacent lot.

(d) Materials should match those of the main Residence in both size and color, however, the ARC will consider small, prefabricated storage buildings providing the color is consistent with the main Residence and it is fully screened from public view.

(e) Prior to construction, outbuildings must be approved by the ARC. A survey of the property with the outbuilding drawn to scale in the location it will be constructed is required. The survey must indicate the distances from all easements and property lines. The applicant must provide a picture or drawing of the outbuilding showing all dimensions – show the height over the ground including any foundation or supports. The picture must indicate wall, column, roof materials and colors. If commercially made, include a manufacturer's brochure.

B.37 Outbuildings – Open.

An open outbuilding is defined as any open-air structure which is not attached to the main residential structure. This includes structures such as, by way of example but not limitation, gazebo, pergola, arbor or lanai. It does not include attached additions incorporated into the main Residence.

(a) Outbuildings must generally be no more than twelve feet (12') high and three hundred square feet (300 sq.ft.) of floor space although the ARC may approve larger dimensions on a case-by-case basis.

(b) Any outbuilding placed on top of a utility easement will require written approval from all utilities with access to the easement.

(c) The colors and materials should match or be consistent with the predominant exterior colors and materials of the main Residence.

(d) Prior to construction, outbuildings must be approved by the ARC. A survey of the property with the outbuilding drawn to scale in the location it will be constructed is required. The survey must indicate the distances from all easements and property lines. The applicant must provide a picture or drawing of the outbuilding showing all dimensions – show the height over the ground including any foundation or supports. The picture must indicate wall, column, roof materials and colors. If commercially made, include a manufacturer's brochure.

B.38 Painting and House Colors.

Any changes in the color scheme of a structure must be approved in writing by the ARC. An application should be submitted even if it is the intention to repaint in the existing colors to ensure the proposed colors are acceptable and since the current colors are a faded or discolored version of the original.

(a) Exterior paints and stains for each Residence shall be selected to compliment or harmonize with the colors of the other materials with which they are used.

(b) The color scheme for a home may contain one, two or three colors for the base, trim and accent colors. The base color would typically be used on the siding, soffit, pillars and garage doors. The trim color would typically be used on window trim, door trim, fascia and gutters. Accent colors would typically be used on shutters and front doors.

(c) Siding and trim colors should generally be white or neutral earth tones (i.e. brown, tan, beige or gray). Soft and muted pastel colors may also be acceptable.

(d) Bold and primary colors, such as blues, reds, greens or yellows, are not allowed.

(e) Front doors must be maintained. They may be stained a natural wood color or painted to match the house colors.

(f) Wood, cement-board and stucco portions of the home must be painted. Except for approved specialized metal accents (e.g. copper dormer covers), all metal potions of the home must be coated or painted (e.g. gutters, garage doors). The brick and stone portions of the home may not be painted.

(g) Flat and gloss paint should not be used on the exterior of the house.

(h) Prior to painting, the proposed colors must be approved by the ARC. A color photograph of home must be submitted along with samples of the colors to be used with a clear indication of where each color will be used. The color of the brick and the style of house may be considerations in the decision of the ARC.

B.39 Patio Covers.

(a) Patio covers should be constructed from materials which are compatible with the style and color of the main residential structure. Patio cover roofs may be constructed with plywood and shingles, wood slats. Fabric, fiberglass, plastic and other synthetic materials are specifically prohibited.

(b) Prefabricated covers made of aluminum may be approved providing they are of a color that substantially matches the house colors. Unfinished aluminum is not allowed. All metal must be painted.

(c) If a slatted cover is used (arbor/pergola), the wood may be painted, stained or left to weather naturally. Only treated wood, redwood or cedar may be left to weather naturally - any other wood must be painted or stained.

(d) If attached to the house, the patio cover must be integrated into the existing roof line (flush with eaves) and if it is to be shingled, the shingles must match the existing roof. The entire patio cover and posts should be trimmed out to match the house. Supports must be brick, painted wood or metal columns. No pipe is allowed.

(e) The peak of the patio cover roof may be no higher than the roof of the dwelling to which the patio cover is attached.

(f) A patio cover may not cross a building setback line. A patio cover may not encroach into any utility easement.

(g) Patio covers must be situated on the Lot to provide drainage solely onto the owner's Lot. Patio Covers cannot be closer than five feet (5') to a property line.

(h) Application to the ARC must include a survey of the Lot with the cover drawn onto it – indicate the size of the cover and the distances from all easements and property lines. The application must provide an elevation drawing with height of various parts of the cover. The application must provide detail on the structural design and tie-in to existing structures. The application must provide details on the materials to be used, paint or stain colors and roofing material

B.40 Play Equipment.

(a) All play equipment must be at least five (5) feet from all property lines and must be located at the rear of the house and behind a fence or otherwise screened from public view. The ARC may consider neighbors' privacy in approving a specific location.

(b) A playhouse/fort may not have a roof higher than twelve feet (12'). If a fort has a platform, then the platform can be no higher than six feet (6') off the ground.

(c) Swing sets may have a maximum height of eight feet (8').

(d) The applicant must provide a survey of the Lot with the play equipment drawn to scale in the location it will be installed. The application must indicate the distances from all easement and property lines and provide a picture or drawing of the play structure indicating materials and all dimensions including height of platforms and full structure. If commercially made, include a manufacturer's brochure showing the play structure.

B.41 Rain Barrels.

Chapter 202.007 of the Texas Property Code addresses rain barrels within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

(a) All rainwater recovery systems must be installed on land owned by the property owner.

(b) No portion of the systems may encroach on adjacent properties, common areas, or between the front of the owner's home and an adjoining or adjacent street.

(c) Rain barrels that are located on the side of a house or any other location that is visible from a street, another Lot, or a Common Area must comply with the following:

1. Rain barrels must have adequate screening, as determined by the ARC. Screening may be accomplished by:
    i. placement behind a solid fence or structure or vegetation; or
    ii. by burying the tanks or barrels; or
    iii. by placing equipment in an outbuilding otherwise approved by the ARC.
2. Only commercial and professional grade rain barrels are permitted;
3. the barrel must not exceed 55 gallons; and
4. the barrel must be fully painted in a single color that is consistent with the color scheme of the home; and
5. the barrel should not display language or content other than the manufacturer's typical display; and
6. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
7. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

(d) Overflow lines from the systems must not be directed onto or adversely affect adjacent properties or common areas.

(e) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage

devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ARC approved ponds may be used for water storage.

(f) Rain barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring;

(g) Harvested water must be used and not allowed to become stagnant or a threat to health.

(h) All systems must be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused systems in public view must be removed from public view from any street or common area.

(i) Submission of plans must include a completed application for ARC review and a site plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample material if applicable. The color of the materials being used in relation to the house color, the visibility from public streets and neighboring properties/common areas and any noise created are of specific concern to the Association and the ARC.

B.42 Roof Attachments.

(a) Roof jacks, vents and other protrusions must be a color which will blend with the shingle color or be painted to match the shingle color.

(b) Where practical, roof jacks, vents and other protrusions should be mounted on rear facing roof sections and below the ridgeline so they are not visble from the front of the home.

(c) Roof mounted solar energy devices and antenna are addressed in other sections.

B.43 Screening.

(a) Owner or Occupant of any portion of the Property may not permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks or like equipment on the Lot which may be considered unattractive, a nuisance or a hazard in the sole discretion of the Association.

(b) Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth herein, or like equipment, may not be kept in public view. Such items may be screened from view within an approved enclosure, behind an approved fence or wall, or with adequate landscaping. 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.

(c) 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 Lot.

(d) All screening designs, locations, and materials are subject to prior written ARC approval.

B.44 Signs: Other Than Political Signs.

(a) No signs, billboards, posters or advertising devices of any character shall be erected or displayed to the public view on any lot except for one (1) sign of not more than six (6) square feet extending not more than three (3) feet above the surface advertising the property for sale or for lease.

(b) One (1) sign which gives notice of a home security system is permitted if placed at or near the front entrance and are no larger than eight (8) inches by eight (8) inches. In addition, six (6) window/door stickers no larger than four (4) inches by four (4) inches may be placed on each side of the house which gives notice of a home security system or "Child Find" or similar programs.

(c) School spirit signs are permitted only as (1) per child, no larger than 36 inches by 36 inches and for no longer than ten (10) days per month and three (3) months per year.

(d) Contractor signs advertising that work is being done at a property are not permitted.

(e) Lost pet signs and garage sale signs are not permitted on the Common Areas.

B.45 Signs: Political Signs.

Chapter 202.009 of the Texas Property Code addresses political signage within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

(a) Political signage covered by these Guidelines includes signs advertising a specific candidate or ballot issue in an election in the precinct in which the Lot is located.

(b) One or more political signs advertising a political candidate or ballot item for an election may be displayed as early as ninety (90) days before the date of the election and must be removed no later than ten (10) days after that election date.

(c) Political signs unrelated to a candidate or ballot issue for an upcoming election may not be displayed at any time. Issue oriented signage which does not name a specific candidate or ballot issue for an upcoming election may not be displayed at any time.

(d) Only one sign at a time may be displayed on a Lot for each candidate, or pair of candidates in the case of a presidential election, or ballot item.

(e) Signs may be no larger than four feet by six feet (4' x 6').

(f) Signs must be ground mounted with small wood or metal stakes and the top of the sign may be no higher than six feet above the ground. Signs may not be painted onto architectural surfaces such as buildings, walls or fences. Signs may not be attached to buildings, structures, walls, fences, trees, landscaping, utility poles, vehicles, trailers or other objects. Bumper stickers and other such materials adhered to and flush with the surface of passenger vehicles are not prohibited by these Guidelines.

(g) Signs must be made of standard political signage materials and may not contain roofing material, siding, paving materials, flora, balloons, lights or any other similar building, landscaping, or nonstandard decorative component.

(h) No sign may be displayed which is accompanied by music or other sounds or by streamers, balloons or lights or is otherwise distracting to motorists.

(i) No sign may be displayed which contains language, graphics, or any display that would be offensive to the ordinary person.

(j) No sign may be placed in a manner which violates any law or threatens public health or safety.

(k) Any sign or signs displayed in violation of these Guidelines may be removed by the Association or its agents without liability in trespass or otherwise.

B.46 Solar Energy Devices.

Chapter 202.010 of the Texas Property Code addresses solar energy devices within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

Solar energy devices ("Devices") as referred to herein are defined in Section 171.107(a) of the Texas Tax Code and mean a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

(a) For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening.

(b) All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

(c) All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

(d) Submission of plans to the ARC for review must include a completed application, a site plan and/or roof plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample material, if applicable.

(e) The color of the materials being used in relation to the roof or house color, the visibility from public view and any noise created and/or light reflected are of specific concern to the Association and the ARC.

B.47 Sound Devices.

No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the dwelling unit, shall be placed or used on any Lot or improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

B.48 Storm Doors.

The frames of storm doors must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All storm doors visible from public view must be a full view with clear glass. No screen doors are allowed on doors visible from public view.

B.49 Swimming Pools and Spas.

(a) No underground portion of a pool or spa of any type may encroach into any utility easement. The surface deck surrounding the pool or spa may encroach on a utility easement if written consent to encroach is provided from each utility company with access to the easement.

(b) No underground portion of a pool or spa of any type may be closer than five (5) feet from a side or rear property line, or encroach into a building line. The pool deck may be as close as five (5) feet from a property line provided provisions are made to maintain proper drainage.

(c) All pool mechanical equipment, such as pumps and filters, must be located either at the side of the house, or against the back plane of the house and be screened from public view by a solid wood fence or landscaping. Open fencing cannot be used to screen this equipment unless it is landscaped.

(d) Above ground pools, other than small, portable children's pools, are not permitted.

(e) All private swimming pools and spas shall be completely enclosed by a solid wood or iron type fence enclosure meeting all codes and ordinances.

(f) All applicable building permits are required to be obtained in advance of any pool construction. Inspections during construction may be required by the governmental entity issuing the building permit.

(g) If access over an area maintained by the Association is required during construction, then a deposit must be posted with the Association prior to approval of the plans and construction. The deposit will be refunded if the area is returned to a satisfactory condition, in the sole opinion of the Association. The Association may retain some or all of the deposit to make any repairs necessary as determined by the Association. The deposit does not limit the Owner's liability for damage to the Common Areas.

(h) Pool water must at all times be maintained in a sanitary and safe condition.

(i) Owner must provide a survey of the Lot with the pool drawn to scale in the location it will be constructed. The survey must indicate the distances from all easements and property lines. The plans must show any above ground elements such as waterfalls, diving boards, slides, etc., indicate the location of the pool mechanical equipment and the method of screening from public view, and show the contractor access point if adjacent to a Common Area or community fence.

B.50 Swimming Pool Enclosures.

A swimming pool enclosure is a structure that is designed to surround the pool area for controlling the environment (provide shade, exclude insects, secure access, etc). An enclosure would typically include screen or glass walls and may be attached or detached from the main residential structure.

(a) All swimming pool enclosures must be approved by the ARC prior to construction.

(b) Swimming pool enclosures are not allowed on non-fenced Lots, and Lots with open fencing.

(c) Enclosures must be located in the rear yard only and must be located at a minimum of five (5) feet from any utility easement or property line.

(d) The structure may be no higher than fifteen feet (15') above grade. The enclosed area may not exceed the lesser of 1,000 square feet or twenty-five percent (25%) of the back yard area.

(e) The roof material may not be a corrugated-shaped material. Enclosure walls can be either screen-mesh, glass (tinted or untinted) or a solid material.

(f) Prior to installation, all pool enclosures must be approved by the ARC. Following are the minimum application requirements: elevation plans showing all views of enclosure, photos of the location and surrounding area to include shot of neighboring properties, survey clearly showing location, orientation, house footprint, building lines and utility easements, brochure of prefabricated construction, samples of screen-mesh materials, description of solid transparent material and color tinting used for sides and height, width and depth of the enclosure.

B.51 Temporary Structures.

Except as expressly provided in this Declaration, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a Residence temporarily or permanently, nor shall any temporary Residence or other temporary structure be moved onto any Lot.

B.52 Trash Storage and Disposal.

(a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(b) In no event may a Lot be used for storage of materials and equipment which are not appropriate for normal residential requirements or incident to construction of improvements on the Lot.

(c) Trash containers, recycle bins, garbage, trash, rubbish, lawn clippings or other debris (collectively, "Trash") must be stored out of public view at all times other than as described in part (d) below. Such Trash must be stored in the garage and within an area enclosed by a solid fence or wall.

(d) Trash may be placed in the vicinity of the curb, but not in the street and not blocking the sidewalk, no sooner than 6:00 p.m. on the evening prior to the regularly scheduled pickup date. Empty trash containers must be removed from the curb and from public view by the end of the day of the pickup.

(e) Items that are not accepted for pickup by the trash collection contractor may not be placed at the curb at any time. Items placed at the curb must comply with any rules set by the trash collection contractor (e.g. bundling, weight, length, etc.).

B.53 Vehicle Storage.

(a) Only passenger cars, passenger trucks and motorcycles may be parked on the driveway or on the street adjacent to the home ("Permitted Vehicles"). All other motorized vehicles are prohibited including, by way of example but not limited to, commercial vehicles and equipment, mobile homes, recreation vehicles, golf carts, utility carts, lawn equipment, boats and other watercraft, or aircraft ("Prohibited Vehicles"). Such Prohibited Vehicles may be kept on the property if they are completely screened from public view within a garage or behind a solid fence or wall.

(b) Prohibited Vehicles, such as contractor or vendor vehicles, may be on the driveway or the street adjacent to the home on a temporary basis not to exceed twenty-four (24) hours for use for the construction, repair or maintenance of Improvements on the Lot. Prohibited Vehicles, such as recreational vehicles, may be on the driveway or street adjacent to the home on a temporary basis not to exceed twenty-four (24) hours when in temporary use by the occupant of the home.

(c) Vehicles may only be parked in the garage, on the driveway or on the street adjacent to the home. Vehicles may not be parked on lawn or landscaped areas.

(d) Fabric cars covers may not be used on vehicles parked in public view.

(e) Any passenger car, passenger truck or motorcycle which is inoperable or unused must be stored completely out of public view within a garage. A vehicle is deemed to be inoperable if it is mechanically unable to operate safely (e.g. flat tire, on jacks, wrecked, on jacks, missing windshield) or cannot legally operate on the public streets (e.g. expired registration, expired inspection, no plates). A vehicle is deemed to be unused if it remains parked at the property in public view without use off the property for a period exceeding two (2) weeks.

B.54 Window Air Conditioners.

(a) Window or wall air conditioners are not allowed on any portion of the main residential structure on the property.

(b) Window or wall air conditioners may be used on garages or approved outbuildings, such as storage sheds or playhouses, if in positions where they are completely concealed from public view, in the rear yard and below the property fence line.

(c) Prior to installation, the location of window or wall air conditioners must be approved by the ARC. For consideration, the application must demonstrate compliance with part (b) above.

B.55 Windows – Awnings.

(a) Awnings are permitted on the rear windows of a house and must be of the same color as the house. Awnings on playhouses or used as patio covers must be of the same color as those on the house. In all cases, colors must match or compliment the primary color of the house. Once installed, awnings are to be maintained in excellent condition at all times.

(b) Awnings must be at all times maintained in excellent condition but replacing fabric, repainting frames or performing any other necessary maintenance. Except in preparation for severe weather, the fabric on awnings, if applicable must at all times be in place. Awnings which are retractable may be kept in either the retracted or extended position.

(c) Prior to installation, awning design, materials, colors and placement must be approved by the ARC. A color photograph of the rear of the house must be submitted with the application along with a manufacturer's brochure showing the proposed awning.

B.56 Windows – Coverings.

No window in any dwelling unit or other improvement that is visible from any other Lot or a public area may be covered with any aluminum foil, newspaper, bed sheets or other material not intended to be used as a window covering.

B.57 Windows – Solar Film.

Solar film is a thin plastic sheet applied to the inside of windows . It is attached to the windows with a special adhesive. The purpose of solar film is to reduce the light and temperature within the house. This is essentially the same material used on commercial office buildings and to darken vehicle windows.

(a) Solar film, or window tinting, is allowed on windows only if it blends with the brick, paint and roof colors. Only one color of solar film may be used on a house.

(b) Solar window film must be a low-reflective type.

(c) If any window is covered on one side of the house then all windows on that side must be covered. If the solar film is removed from one window, it must be replaced or the film must be removed from all windows on that side of the house.

(d) Solar film must be maintained in good and attractive condition. Discolored, faded, torn or bubbled film must be promptly replaced. Any such replacement must match the remaining film.

(e) Prior to installation, solar film materials, color and placement must be approved by the ARC. A color photograph of each side of the house proposed to receive solar film must be submitted with the application along with a manufacturer's brochure showing the proposed solar film.

B.58 Windows – Solar Screens.

Solar screens are a fabric, mesh material stretched across lightweight frames that are installed on the outside of windows with the purpose of reducing the light and temperature in the house. Except for the fabric, they are very similar in appearance and installation to conventional windows screens.

(a) The color of the solar screen fabric must be harmonious with the house colors, brick and other architectural elements. Fabric colors must generally be dark gray or dark brown unless specifically approved otherwise by the ARC. The color of the frames must match the underlying window frames unless specifically approved otherwise by the ARC. All solar screens on the home must have the same fabric and frame color.

(b) All solar screens which are installed in a location visible from public view must include decorative grids that match the individual window panes on the underlying window. If an underlying window does not have individual window panes, the solar screens may, but are not required to, have decorative grids of matching color.

(c) If any window is covered on one side of the house then all windows on that side must be covered. If any solar screen on one side of the house has decorative grids then all solar screens on that side must have decorative grids.

(d) If front doors have clear glass side panels or transoms (glass above the door frame), then those windows must also be covered if solar screens are placed on the front of the house. Leaded glass, stained glass and other decorative glass or windows may not be covered with solar screens.

(e) The width of the screen frames must match the underlying individual window size (i.e. double width screens are not allowed). Frames must have adequate support to prevent sagging.

(f) Prior to installation, solar screen materials, colors and placement must be approved by the ARC. A color photograph of each side of the house proposed to receive solar screens must be submitted with the application along with a manufacturer's brochure showing the proposed screen material and frame.

B.59 Windows – Storm and Replacements.

(a) The frames of storm windows must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All windows facing the same direction on the house must be consistent.

(b) Individual window panes (typically about 8"x12" in size) or decorative grids to simulate individual panes are not required on windows. However, if a grid appearance is used all windows facing the same direction on the house must be consistent.

(c) Unless otherwise approved, windows must be clear, uncolored glass.

(d) Prior to installation, replacement windows must be approved by the ARC. A color photograph of each side of the house proposed to receive replacement windows must be submitted with the application along with a manufacturer's brochure showing the proposed windows.

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05/03/2019 03:45PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

05/03/2019

County Clerk
Montgomery County, Texas