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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RIVERPOINT VILLAGE** 1EE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERPOINT VILLAGE (this "Declaration"), made as of the date hereinafter set forth by RIVERPOINT VILLAGE PARTNERS, LLC, a Texas limited liability company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto (the "Declarant's Property"); and

WHEREAS, it is the desire of Declarant to provide a flexible and reasonable procedure for the overall development of Declarant's Property and such other property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and to establish a method for the administration, maintenance, preservation, use, and enjoyment of Declarant's Property and, to this end to subject the Lots (hereinafter defined) therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Declarant's Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Declarant's Property and shall be binding upon all parties having any right, title or interest in said Declarant's Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-way within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 2. "Certificate of Formation" means the Certificate of Formation of the Riverpoint Village Community Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

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ALAMO TITLE COMPANY

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SECTION 3. "Assessment" shall mean the Residential Assessments, Special Assessments, Specific Assessments, and/or any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

SECTION 4. "Association" shall mean and refer to Riverpoint Village Community Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

SECTION 5. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's Certificate of Formation and By-Laws.

SECTION 6. "Board of Directors" or "Board" shall mean the governing body of the Association.

SECTION 7. "Builder" shall mean and refer to any Person or entity undertaking the construction of a Single Family Residence on a Lot within the Properties for the purpose of selling same.

SECTION 8. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 9. "Class B Control Period" shall mean the period during which there is a Class B membership in the Association and during which the Declarant is entitled to appoint and remove the members of the Board of Directors and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Developers or Builders or interfere with the development, construction or marketing of any portion of Riverpoint Village, or diminish the level of services being provided by the Association.

SECTION 10. "Common Area" shall mean and refer to any and all real and personal property, and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of Owners and Occupants.

SECTION 11. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 12. "Declarant" shall mean and refer to Riverpoint Village Partners, LLC, a Texas limited liability company, or to such successor Declarant as may hereafter be designated in an instrument placed of record in the real property records of Harris County, Texas as the Declarant by the Declarant hereunder at such time. Upon such designation of a successor Declarant, all rights of the former Declarant hereunder shall cease. The Declarant is granted the right during the Class B Control Period pursuant to certain provisions of this Declaration, the Certificate of Formation, and the By-Laws to appoint and remove the members of the Board and the right to disapprove any actions, policies and programs of the Board and its committees.

SECTION 13. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Riverpoint Village as it may hereafter be amended in accordance with the provisions hereof.

SECTION 14. "Design Guidelines" shall mean and refer to written guidelines, as amended from time to time, for the construction of improvements on property within the jurisdiction of the Association, which may be adopted by the New Construction Committee pursuant to this Declaration.

SECTION 15. "Landscaping Guidelines" shall mean and refer to any landscape design, installation and maintenance criteria for the Lots which may be adopted by the New Construction Committee. The Landscaping Guidelines may be included within and be a part of the Design Guidelines adopted by such committee.

SECTION 16. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended that a Single Family Residence be constructed, excluding reserve tracts, but including lots created by the platting or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them.

SECTION 17. "Member" shall refer to every Person or entity which holds a membership in the Association, as provided herein.

SECTION 18. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 19. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 20. "Occupant" shall mean any person occupying all or any portion of a residence within the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 21. "New Construction Committee" refers to the committee created pursuant to Section 2(a) of Article II hereof.

SECTION 22. "Modifications Committee" refers to the committee created pursuant to Section 2(b) of Article II hereof.

SECTION 23. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 24. "Owner" shall mean and refer to the record owner, whether one or more Persons or entities, of the fee simple title to any Lot within the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 25. "Properties" shall mean and refer to (i) the real property described in the preambles to this Declaration, and (ii) such other real property as may be brought within the jurisdiction of the Association in accordance with the provisions of Article X of this Declaration, if any.

SECTION 26. "Residential Assessments" shall mean assessments levied by the Board of Directors for Association Expenses determined by the Board of Directors to benefit all Owners and Occupants of the Lots within the Properties.

SECTION 27. "Single Family Residence" shall mean and refer to a detached residence constructed on a single Lot.

SECTION 28. "Street" shall refer to any public or private street, drive, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 29. "Subdivision" shall mean and refer to any subdivision of land developed within the Properties.

SECTION 30. "Subdivision Plat" shall mean and refer to the recorded map, plat or replat of a Subdivision.

SECTION 31. "Supplemental Declaration" shall refer to (i) a separate declaration of covenants, conditions and restrictions which is imposed on property within the jurisdiction of the Association and which may be enforced by the Association, or (ii) an instrument which imposes additional restrictions on a portion of the Properties which may be enforced by the Association.

ARTICLE II

ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to establish and preserve a harmonious and aesthetically pleasing design for the Riverpoint Village project, the Lots shall be subject to the restrictions set forth in this Article II. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. RIVERPOINT VILLAGE ARCHITECTURAL REVIEW COMMITTEES.

(a) **New Construction Committee.** There is hereby established the Riverpoint Village New Construction Committee (hereinafter called the "New Construction Committee" or "NCC"), which shall consist of at least three (3), but no more than five (5), individuals which shall have exclusive jurisdiction over all original construction on the Lots. The New Construction Committee may (i) adopt Design Guidelines, and (ii) establish application and review procedures for plans and specifications. The New Construction Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. Until the date on which it has sold all of its Lots within the Properties, the Declarant shall have the right to appoint all members of the New Construction Committee as well as the right to remove any member. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Harris County, Texas. Upon the expiration of such right, the Board of Directors shall appoint the members of the New Construction Committee. The New Construction Committee is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the New Construction Committee in performing its functions set forth herein.

(b) **Modifications Committee.** There is also hereby established the Riverpoint Village Modifications Committee (hereinafter called the "Modifications Committee"), which shall consist of at least three (3), but no more than five (5), individuals which shall have exclusive jurisdiction over modifications, additions, or alterations made on or to the Single Family Residences and other improvements to the Lots within the Declarant's Property. The Modifications Committee shall adopt such standards and procedures governing its

area of responsibility as it determines are appropriate from time to time (the "Modifications Committee Guidelines"). All members of the Modifications Committee shall be appointed by the Board of Directors which shall also have the right to remove any member.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Riverpoint Village project, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any of the Lots in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking areas, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, flagpoles, basketball goals, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, accessory buildings or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the New Construction Committee or the Modifications Committee (collectively sometimes referred to herein as the "Architectural Review Committees"), as applicable, as to the compliance of such plans and specifications with the Design Guidelines, as applicable, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the applicable Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Architectural Review Committees may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, or inspectors retained to assist such committees in the performance of its duties hereunder. Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with originally-approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his property any color desired. The Architectural Review Committees shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications by the applicable Architectural Review Committee, no further approval under this Article II shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Disapproval of plans and specifications may be based by the applicable Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration as

determined by such Architectural Review Committee from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Riverpoint Village project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot by the Owner thereof unless and until the plans therefor have been submitted to and approved in writing by the New Construction Committee, in the case of the initial landscaping of a Lot, or the Modifications Committee otherwise.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of the Design Guidelines shall be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the Architectural Review Committees, nor any of their respective officers, partners, directors or members, shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the Architectural Review Committees and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the applicable Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Association or the applicable Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board

may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the Architectural Review Committees of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committees, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The Architectural Review Committees may grant variances from compliance with certain restrictions of this Declaration, a Supplemental Declaration, or from their respective guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) estop the Architectural Review Committees from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

ARTICLE III

RIVERPOINT VILLAGE COMMUNITY ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of the Lots.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the By-Laws. The number of Directors may be changed by amendment of the By-Laws.

SECTION 3. MEMBERSHIP. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association. No Owner, whether one (1) or more Persons, shall have more than (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be

exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the By-Laws.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership, Class "A" and Class "B", as follows:

- (a) **CLASS A.** Class "A" Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. In any situation where a Member is entitled personally to exercise the vote for a Lot and more than one Person holds the interest in a Lot required for membership in the Association, the vote for such Lot shall be exercised as those Persons among themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it.
- (b) **CLASS B.** Class "B" Member shall be the Declarant and shall be entitled to nine (9) votes for each Lot it owns in the Properties.

The Class "B" Membership shall cease and be converted to Class "A" Membership on the happening of the earlier of the following events: (i) the date that the number of votes of the Class "A" Members equals the number of votes of the Class "B" Members; (ii) on December 31, 2033 or such earlier date that the Declarant, in its discretion, may hereafter elect and specify in an instrument recorded in the real property records of Harris County, Texas; or (iii) as may be provided by Texas law.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENT. The assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and occupants in the Properties. The judgment of the Board of Directors as to the expenditure of assessments shall be final and conclusive so long as its judgment is

exercised in good faith. Assessments levied by the Association may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility, including road rights-of-way and drainage easements within, adjacent to and in the vicinity of the Properties;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Contracting for street lights in the Properties;
- ix. Collecting and disposing of trash, garbage, rubbish and other similar materials if the Board decides to provide such service to the Properties;
- x. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- xi. Employing policemen or watchmen and/or a security service;
- xii. Contracting for insect and pest control such as mosquito fogging;

- xiii. Carrying out the duties of the Board of Directors of the Association;
- xiv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xv. Carrying out such purposes of the Association as generally benefit the Members of the Association.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) Residential Assessments as provided in subsection (a) of this Section 2; (ii) Specific Assessments as provided in subsection (b) of this Section 2; (iii) Special Assessments as provided in subsection (c) of this Section 2; and (iv) Capitalization Payments as provided in Section 10 of this Article IV.

(a) **Residential Assessments.** Residential Assessments shall be levied for Association Expenses which are determined by the Board to benefit all Members. Such expenses benefitting all Members shall be all Association Expenses except expenses for which the Board makes a Specific Assessment. Residential Assessments on all Lots shall be fixed at uniform rates; provided, however, the Declarant shall pay no Residential Assessments against Lots owned by Declarant. The initial annual Residential Assessment shall commence as to all Lots in the Subdivisions on the date that the first Lot in a Subdivision is conveyed by the Declarant to a Builder or on such later date as the Board determines and shall be due and payable thirty (30) days thereafter. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual Residential Assessments shall be levied by the Board of Directors for each calendar year in advance and shall be due and payable on the later of thirty (30) days thereafter or on such date as is specified by the Board.

(b) **Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(i) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(ii) to cover costs incurred in bringing a Lot into compliance with the Declaration or the Design Guidelines, or costs incurred as a consequence of the conduct

of the Owner or Occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests.

(c) **Special Assessments.** In addition to the other Assessments authorized herein, the Board may levy one or more special assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto; provided, however, except as otherwise hereinafter provided any such special assessment must be approved by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose. If a special assessment is approved as herein required and levied, it shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be allocated among all Owners in the same manner as Residential Assessments.

SECTION 3. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any legally permissible fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the land, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the Lot against which the Assessment is made as hereinafter provided in this Section 3.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the land owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the land previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such land was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on

the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning land against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association did mail or deliver such notice to the most recent address of the Person according to the records of the Association.

Residential Assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in annual, monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board.

SECTION 4. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year, taking into consideration any subsidy payments to be received from the Declarant and any additional property to be annexed into the jurisdiction of the Association in the forthcoming year. Such budget may include a capital contribution or reserve in accordance with a capital budget separately prepared. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The Association Expenses shall be levied as Residential Assessments against the Lots in the Properties as provided for in Section 2 (a) of this Article IV. The annual per Lot Residential Assessment by the Association shall be such amount as is determined by the Board of Directors of the Association, at its sole discretion.

The Board shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

SECTION 5. LIEN FOR ASSESSMENTS. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with interest, collection and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any property subject to this Declaration after

this Declaration shall have been recorded in the real property records of Harris County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 6. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any mortgage or deed of trust which has been recorded in the real property records of Harris County, Texas. Sale or transfer of any property subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any property pursuant to foreclosure of a mortgage or deed of trust or a conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate not in excess of the maximum lawful rate of interest as the Board may from time to time determine. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or modifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a

Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, by non-use of Common Area or abandonment of the land owned by such Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Association's By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of Declarant and each other Owner.

SECTION 8. ASSESSMENT OBLIGATION OF DECLARANT. Declarant shall pay no Residential Assessments against Lots owned by Declarant. However, as long as the Class "B" membership exists in the Association, the Declarant may annually elect to pay the Association the difference between the amount of Residential Assessments collected on all other Lots subject to assessment and the amount of the actual expenditures incurred to operate the Association during the fiscal year (the "subsidy"). Any such annual payment by the Declarant shall be considered a loan which shall be evidenced by a promissory note and shall bear interest at the prime commercial lending rate and be payable within twelve (12) months or such later date as the Declarant approves. The payment by Declarant of a subsidy in any year shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years. The subsidy may be paid by the Declarant in increments throughout the year as funds are needed by the Association.

Notwithstanding anything to the contrary herein, the Declarant may pay a subsidy in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind payment"). The amount by which a subsidy shall be decreased as a result of any in kind payment shall be the fair market value of the in kind payment. If the Declarant and the Board agree as to the value of any in kind payment, the value shall be as agreed. If the Board and the Declarant cannot agree as to the value of any in kind payment, the Declarant shall supply the Board with a detailed explanation of the service performed and material furnished, and the Board shall acquire bids for

performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Board and the Declarant are still unable to agree on the value of the in kind payment, the value shall be deemed to be the average of the bids received from the three (3) independent contractors.

SECTION 9. EXEMPT PROPERTY. The following property shall be exempt from Residential Assessments and Special Assessments:

- (a) all property owned by any governmental authority or public utility, including, without limitation, fire stations, police stations, public libraries, water plants, sewage treatment plants, governmental offices (city halls, court houses, etc.), public schools, public streets, and public parks;
- (b) all property owned by non-profit organizations and restricted for use or used as private schools or churches; provided, however, the availability of such exemption is contingent upon prior approval by the Board; and
- (c) Common Area and property designated on the Declarant's land plan for conveyance to the Association or a governmental body at a future date.

The Person owning Exempt Property as defined herein shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property.

SECTION 10. CAPITALIZATION PAYMENTS. Upon acquisition of record title to a Lot with a Single Family Residence by the first Owner thereof other than a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount determined by the Board which is not in excess of fifty percent (50%) of the annual per Lot Residential Assessment for that year. This amount shall be in addition to, not in lieu of, the annual per Lot Residential Assessment and shall not be considered an advance payment of the Residential Assessment. This amount shall be paid to the Association at the closing of the purchase of the Lot with a Single Family Residence and may be used for such purposes as may be determined by the Board from time to time.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the further provisions hereof, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right, upon notice with the right to a hearing before the Board, to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and, upon notice with the right to a hearing before the Board, to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements with one or more Persons pursuant to which individuals who are not Members of the

Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Properties, and to such other Persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all rights to use the Common Area to the Occupants of any leased residence.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to the Association, to Harris County, to the City of Houston, and to any other public authority or agency, utility district, or public or private utility company, a perpetual easement upon, over, under, and across (i) the Common Area, and (ii) those portions of all Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds, electrical, gas, telephone, water and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the ability to develop, market or the value of any Lot. To the extent possible, utility lines and facilities serving the Properties and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permitted for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby granted to Harris County, to the City of Houston, and to such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the

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Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENT FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties or the enforcement of the provisions of this Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

SECTION 6. 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 ASSOCIATION, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR THEIR AGENTS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION, THE DECLARANT, ANY SUCCESSOR DECLARANT, NOR THEIR AGENTS 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 OR ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, ANY SUCCESSOR DECLARANT, THE NEW CONSTRUCTION COMMITTEE AND THEIR AGENTS 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 THE DECLARANT OR THE NEW CONSTRUCTION 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 BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE NEW CONSTRUCTION COMMITTEE, THE DECLARANT, ANY SUCCESSOR DECLARANT AND THEIR AGENTS ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT 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

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FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE NEW CONSTRUCTION COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THEIR AGENTS 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.

SECTION 7. RIGHTS OF DECLARANT DURING CONSTRUCTION AND SALE PERIOD.

Notwithstanding any provisions contained in this Declaration, until Declarant has developed and sold all of its land within the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain upon such portion of the Properties as Declarant may deem necessary, such facilities, and carry on such activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities related to their properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or on the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices. The Declarant and any such Owner may use residences as model residences, sales offices and construction offices.

SECTION 8. NO PARTITION. There shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**ARTICLE VI
USE RESTRICTIONS**

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot in the Properties is hereby restricted to one (1) Single Family Residence and related outbuildings and improvements, including guest houses, servant quarters and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living

with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit and the children of either of such individuals, and the household employees of either such household unit. It is not the intent of the Declarant to exclude from a Single Family Residence 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 contained 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. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, apartment houses, or mobile homes.

No business or business activity shall be carried on, in or upon any Single Family Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers or clients to or from a Lot, and no storage of materials, products or stock are permitted on any Lot.

Notwithstanding the foregoing, a Single Family Residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a resident of the Single Family Residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the Single Family Residence; and
- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "Home Occupation" shall mean a commercial enterprise conducted in a Single Family Residence which is incidental to the principal residential use. Unless otherwise approved by the Board of Directors, garage sales or yard sales (or any similar vending merchandise) conducted on any Lot more than once within a 12-month period shall be considered a prohibited business activity.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of three (3) dogs, cats or other usual and common household pets (excluding in such maximum number, fish and birds); provided, however, those pets which are permitted to

roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners within the Properties may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Single Family Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pet, the owner of a pet that has caused damage to property shall be responsible for compensating the owner of the damaged property, but the Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, motor homes, recreational vehicles, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans, including such vehicles with the motor removed. Unless otherwise approved by the Modifications Committee, no vehicle shall be parked or kept in the Street in front of or side of any Lot or on any Lot other than a passenger vehicle or pick-up truck. For purposes hereof, the term "passenger vehicle" is limited to any vehicle which displays a current passenger vehicle license plate and the term "pick-up truck" is limited to a maximum one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. However, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding twenty-four (24) hours in any thirty (30) day period.

No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing, the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of twenty-four (24) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist or during the period of new home buildout on the Lots, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted on the Lots in the Properties only between the hours of 7:00 A.M. and 8:30 P.M. on each day other than Sunday and between the hours of 9:00 A.M. and 7:00 P.M. on Sundays.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the NCC or the Modifications Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Properties, building materials may be placed or stored outside the property lines, with the written approval of the Owner upon whose Lot the materials are to be stored. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached Single Family Residence not more than three stories in height shall be built or permitted on each Lot. Each Single Family Residence must have an attached or detached enclosed garage for a minimum of two (2) and a maximum of three (3) automobiles. Carports on the Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences and all improvements thereon including, but not limited to, fences, mailboxes, driveways and sidewalks must be kept in good repair and residences must be painted when necessary to preserve their attractiveness. Any change in the color of the paint on the exterior of a residence must be approved by the Modifications Committee.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of any Single Family Residence constructed on a Lot, exclusive of open porches and garages shall not be less than 1500 square feet or such greater minimum number as may be specified in the Supplemental Declaration applicable to such Lot, if any, or in the Design Guidelines adopted by the NCC which are applicable to the portion of the Properties containing such Lot.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the NCC with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat and no building shall be located on any utility easement. No residence shall be located nearer than five (5) feet to an interior lot line. No residence shall be located nearer than seven (7) feet to the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence.

SECTION 4. TYPE OF CONSTRUCTION. A Supplemental Declaration or the Design Guidelines applicable to a particular Lot may require that a specified percentage of the exterior wall area of the residence on such Lot [excluding detached (but not attached garages), gables, windows, and door openings] be constructed of masonry, brick veneer, stucco or another material approved by the NCC. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the NCC. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Modifications Committee, temporary buildings or structures shall not be permitted on any Lot. Notwithstanding the foregoing, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders may use garages as sales or construction offices for the time during which such Builders are marketing homes within the Properties. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales or construction purposes must be reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot, the Builder shall construct and the Owner shall maintain at his expense a concrete driveway with a minimum width of ten (10) feet from the garage of his residence to the abutting Street, including the portion of the driveway in the street right-of-way, and the Owner shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the NCC or authorized by the Association's Guidelines for Roofing Materials, the roofs of all residences shall be constructed so that the exposed material is asphalt or composition type shingles with a minimum 20-year warranty, clay or concrete tile, fiber-cement, aluminum, or slate, of a weathered wood or darker color.

SECTION 8. WALLS AND FENCES.

- (a) All fences or walls must be approved in writing by the NCC. Each Lot must have NCC-approved fencing constructed thereon, not to exceed six feet (6') in height along and immediately adjacent to all rear and side property lines of the Lot, and not to be constructed closer than the building set-back along the front boundary of the Lot. However, with respect to Corner Lots, such fencing will not be closer to the Lot boundary siding on the Street than the applicable building set-back line established on the Subdivision Plat. Specific guidelines for all fencing materials and styles for use on all Lots will be established by the NCC and enforced by the Association.
- (b) No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view yard equipment and wood piles or storage piles. The Owner of each Lot shall be responsible for the proper maintenance of all fences on his Lot. Each of the Owners of adjacent Lots with a fence located on the common line between the Lots shall be responsible for the maintenance of such fence.

SECTION 9. LANDSCAPING AND TREE PLANTING. The Owner of each Lot shall landscape the areas of his Lot which are visible from the Street or adjacent property in accordance with the Landscaping Guidelines, if any. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curbs, roadways, drives and walkways shall be kept edged. All trees that die shall promptly be removed and replaced by the Owner of the Lot in question so as to be in compliance herewith. If dead trees are not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. In order to maintain the theme and character of the Property, the Owner of each Lot agrees and shall be bound as a covenant running with title thereto to maintain and, from time to time if same dies promptly replace, any trees planted by Declarant on such Lot, or in the rights-of-way between said Lot and the curb of the adjoining Street. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

Landscape borders on a Lot, if any, shall be similar in color or be in the same color family as the exterior colors of the house on said Lot. Brick landscape borders shall not be permitted on any Lot. Palm trees and palm-type plants shall not be permitted in the landscaping placed on any Lot. However, the Declarant, at its discretion, may allow palm-type plants in the landscaping of lots that are used for Builders model homes.

SECTION 10. SIGNS. Unless otherwise provided by Texas law, no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the NCC other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign to identify the particular Lot during the period of construction of a Single Family Residence thereon as for sales; provided, however, no sign advertising a Lot and residential structure for sale shall contain the word "foreclosure" or any derivative or such word. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the Streets within the Properties and identifying signs and monuments at entrances to Subdivisions.

In addition to any other remedies provided for herein, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight hours' written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the

violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 11. EXTERIOR ANTENNAE AND SATELLITE DISHES. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The NCC is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the NCC may only be installed in a side or rear yard location, not visible from the Street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 12. MAILBOXES. Unless provisions are otherwise made by the Declarant for the installation of individual mailboxes for the Properties or a portion of the Properties, cluster mail boxes will be installed at various locations within the Properties in accordance with U.S. Postal Service requirements and no Owner of a Lot served by a cluster mailbox shall install a mailbox on his Lot. The Owner of each Lot which is to have an individual mailbox shall install and maintain in good working condition a mailbox which conforms to specifications adopted by the NCC. Each Lot shall have a house number identifying its street address made of materials and a color or colors specified by the New Construction Committee in keeping with the overall character and aesthetics of the community.

SECTION 13. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 14. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence and all air conditioner units shall not be visible from any Street.

SECTION 15. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the NCC.

SECTION 16. WINDOW TREATMENT. No window in any residence that is visible from any other residence or a Street may be covered with any (i) aluminum foil, (ii) other reflective material, or (ii) light-colored opaque material that is adhered to the surface of the window.

SECTION 17. LIGHTING. No light fixture or other light source shall be installed on any Lot in such a way that it interferes with the peaceful use and enjoyment of other residences.

SECTION 18. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his tenants to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants, notwithstanding the fact that such tenants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family Residence even though such Occupants are not specifically mentioned. Each Owner who leases his residence shall provide the Association with the name of his tenant and a mailing address where such Owner can be contacted at all times.

SECTION 19. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of Streets and neighboring property.

SECTION 20. WEAPONS AND FIREWORKS. The use of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 21. DRAINAGE. Catchbasins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

SECTION 22. TRAFFIC SIGHT AREAS. All lots located at Street intersections shall be landscaped so as to permit safe sight across the Street corners. No fence, wall,

hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 23. ROOFTOP ELEMENTS. All stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plate. All exposed roof stack vents, flashings, attic ventilators, etc. on each Single Family Residence must be painted to match the color of the roof of the Single Family Residence unless otherwise approved by the NCC. No solar collectors shall be placed anywhere on a Lot or on any structure on a Lot other than in accordance with the Association's Guidelines for Solar Energy Devices.

SECTION 24. DECORATIONS. No decorative appurtenances such as sculptures, birdbaths and birdhouses, flagpoles, fountains or other decorative embellishments shall be placed on the front lawn of a Lot or on the visible side yard of a corner Lot unless such items have been approved in writing by the applicable Architectural Control Committee and are in compliance with the Design Guidelines.

SECTION 25. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot a minimum of ten (10) feet from the side and rear lot lines and behind a fence or otherwise screened from public view. No such equipment shall exceed ten (10) feet in height. Any shade covering on playground equipment which is visible from adjacent property or any public area must be a neutral earth tone or another color approved by the applicable Architectural Control Committee.

SECTION 26. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot shall at all times be obligated to maintain his property and all improvements thereupon as well as the area between the boundary lines of his Lot and the curb or edge of the pavement of the adjacent Streets, so as to keep same in a clean, sightly and safe condition and to conform with any Landscaping Guidelines and any specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets. The responsibilities of the Owner or each Lot hereunder also include the obligation to maintain, repair and replace when necessary the public sidewalk along the front of the Lot and along the side on Corner Lots, which is constructed either within the right-of-way of the adjacent Street or within an easement across the Lot. In the event an Owner fails to maintain his Lot and such adjacent property as specified above, the Association shall have the right, but not the obligation, to enter

upon the applicable Lot to perform the necessary work as more specifically set forth in Article IX hereof.

ARTICLE VIII

EASEMENTS

SECTION 1. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the applicable Subdivision Plat or by separate instruments pertaining to the Subdivisions.

ARTICLE IX

ENFORCEMENT

Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of Assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration or the Design Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable

attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time, to annex additional real property adjacent to or in the vicinity of Declarant's Property to the jurisdiction of the Association by filing for record a declaration of annexation instrument or Supplemental Declaration in respect to the property being annexed which impresses the property being annexed with and subjects such property to the assessments of the Association on a uniform basis with all other property with the Association's jurisdiction. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

The right reserved by Declarant to annex additional land to the jurisdiction of the Association shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such land to this Declaration or to annex such land to the jurisdiction of the Association. If such additional land is not annexed, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such land nor shall such rights in any manner limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority each class of Members of the Association present at a meeting duly called for such purpose.

Annexation shall be accomplished by filing of record in the public records of Harris County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent as the Owners of the property subject to the jurisdiction of the Association

prior to the annexation. Annexed property shall be impressed with and subject to Assessments imposed by the Association on a uniform basis, consistent with provisions of this Declaration.

SECTION 4. DEANNEXATIONS. Without the approval of any other Owners or Members, the Declarant shall have the right to deannex and remove any portion of the Property which is not yet developed with building improvements at the time of deannexation from the provisions of this Declaration and the jurisdiction of the Association. Such deannexation shall be accomplished by the execution and filing for record an instrument setting forth the land being deannexed.

ARTICLE XI

INSURANCE

SECTION 1. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall, as an expense of all Members, obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area for the full replacement cost thereof, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from Residential Assessments, (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds, and (iv) a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the Residential Assessments.

SECTION 2. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a Special Assessment

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to cover the shortfall, subject to the requirements of Section 2 of Article IV above. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area, the damaged or destroyed property shall be restored to its natural state.

SECTION 3. ANNUAL REVIEW OF POLICIES. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. TERM. Unless sooner terminated or amended in accordance with the further provisions hereof, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of not less than a majority of the Lots subject to the provisions hereof agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association's rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 6. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot, as specified in Section 3 of Article IV, such Owner shall provide the Association with a copy of the executed instrument of conveyance and give the Association written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot. The Board may require payment of a transfer fee to defray the costs incurred in changing its records to reflect the new Owner of a Lot.

SECTION 7. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within a Subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 8. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

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In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners representing a minimum of sixty percent (60%) of the total eligible votes as set forth in Article III, Section 4 hereof; provided, however, no amendment may be contrary to the provisions of Article XI hereof and no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any amendment to this Declaration must be recorded in the real property records of Harris County, Texas.

SECTION 9. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3) of each class of Members of the Association.

SECTION 10. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, this Declaration is executed this 2nd day of JANUARY, 2014.

RIVERPOINT VILLAGE PARTNERS, LLC, 10R
a Texas Limited Liability Company

By: Cumberland Land Development, Inc.
a Texas Corporation,
Manager

By: 
Kurt Adkins, President

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kurt Adkins, President of Cumberland Land Development, Inc., Manager of RIVERPOINT VILLAGE PARTNERS, LLC., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this 2nd day of JANUARY, 2014.



Dana Medina
Notary Public in and for
the State of Texas

Dana Medina
Name printed or typed
My commission expires:

AFTER RECORDING PLEASE SEND TO:

RIVERPOINT VILLAGE PARTNERS, LLC
3800 SOUTHWEST FREEWAY, STE. 302
HOUSTON, TX 77027

EXHIBIT "A"

Lots 1 through 49, Block 1 of Riverpoint Village Subdivision, according to the plat or map thereof recorded under Film Code Number 649071 of the Map Records of Harris County, Texas.

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Pages 38
01/07/2014 08:24:11 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 160.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS