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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MCCRARY MEADOWS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
MCCRARY MEADOWS

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

This Declaration ("**Declaration**") is made on the date hereinafter set forth by Ventana Development McCrary, Ltd., a Texas limited partnership ("**Developer**").

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain real property known as McCrary Meadows, Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Film Code No. 20150182 of the Plat Records of Fort Bend County, Texas (the "**Property**"); and

WHEREAS, Developer desires to impose upon the Property all of the covenants, conditions and restrictions set forth in this Declaration.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, shall constitute covenants running with the Property, shall be binding on all parties (including their heirs, successors and assigns) having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE I
DEFINITIONS

SECTION 1.1 **"Architectural Review Committee"** shall mean and refer to the Architectural Review Committee provided for in Article II of this Declaration.

SECTION 1.2 **"Assessments"** shall mean and refer to, collectively (1) the assessments, fees and charges referenced in Article VI of this Declaration, including, but not limited to, Annual Assessments, Capitalization Fees, Special Assessments, Community Enhancement Assessments referenced in Section 6.7, and Transfer Fees; (2) any charge-back for costs, fees, expenses, fines, or attorney's fees authorized by this Declaration in

connection with the enforcement of this Declaration, the Bylaws, the Association's rules and regulations, or by law; and (3) any other charges authorized by this Declaration or by law.

SECTION 1.3 **"Association"** shall mean and refer to McCrary Meadows Homeowner's Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 1.4 **"Builder"** shall mean and refer to any person, firm or entity, which either purchases a Lot for the purpose of constructing a residential dwelling thereon or is engaged by the Owner of a Lot for the purpose of constructing a residential dwelling on the Owner's Lot.

SECTION 1.5 **"Bylaws"** shall mean and refer to the Bylaws of the Association.

SECTION 1.6 **"Certificate of Formation"** shall mean and refer to the Certificate of Formation of the Association.

SECTION 1.7 **"Common Area"** shall mean and refer to all property owned by the Association or under the jurisdiction of the Association for the common use and benefit of the Owners, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to applicable easements, limitations, restrictions, dedications and reservations. References herein to the "Common Area" shall mean and refer to Common Area as defined in this Declaration and in all Supplemental Declarations.

"Common Area" shall also mean and refer to all improvements on or within the Common Area, except improvements expressly excluded from the Common Area by virtue of this Declaration or a Supplemental Declaration. Common Area may include, but not necessarily be limited to, the following: structures for recreation, swimming pools, playgrounds, structures for storage or protection of equipment, fountains, statuary, sidewalks, gates, streets, fences, landscaping, and other similar improvements.

SECTION 1.8 **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for McCrary Meadows.

SECTION 1.9 **"Developer"** shall mean and refer to Ventana Development McCrary, Ltd., a Texas limited partnership, and each of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the undeveloped Lots. For purposes of this Declaration, "undeveloped Lot" shall mean either a Lot which does not front a completed street or a Lot which does not have any installed utilities capable of providing complete utility service to the Lot.

SECTION 1.10 **"Developer Control Period"** shall mean and refer to the later of (a) the date the last Lot in the Subdivision without a residential dwelling thereon is sold to an Owner other than the Developer or a Builder or (b) December 31, 2030. The Developer

Control Period may be terminated earlier than the date provided herein at the sole discretion of Developer by written notice duly recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

SECTION 1.11 **"Lot"** shall mean and refer to each Lot shown on the Plat. The maximum number of Lots that may be created and subjected to the provisions of this Declaration and the jurisdiction of the Association is one thousand five hundred (1,500).

SECTION 1.12 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 1.13 **"Plat"** shall mean and refer to the plat for McCrary Meadows, Section One (1), and the plat for any other land annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association.

SECTION 1.14 **"Property"** shall mean and refer to McCrary Meadows, Section One (1), and all other land hereafter annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association.

SECTION 1.15 **"Reserve"** shall mean and refer to each parcel of land in the Subdivision owned by the Developer or the Association which is designated on the applicable Plat as a Recreation Area, as Common Area, as green space, as open space, or as a Restricted Reserve.

SECTION 1.16 **"Section"** shall mean and refer to an individual Section (according to the Plat thereof) that is a part of the Property per the provisions of this Declaration or a Supplemental Declaration and is subjected to the jurisdiction of the Association.

SECTION 1.17 **"Subdivision"** shall mean and refer to McCrary Meadows, Section One (1), and all other land annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association.

SECTION 1.18 **"Supplemental Declaration"** shall mean and refer to each instrument filed of record for the purpose of annexing additional land and subjecting the additional land to the provisions of this Declaration and the jurisdiction of the Association. A Supplemental Declaration may include restrictions which are applicable only to the land described in the Supplemental Declaration and which differ from restrictions set forth in this Declaration so long as the restrictions are consistent with the general plan or scheme of development for McCrary Meadows evidenced by this Declaration.

ARTICLE II
ARCHITECTURAL CONTROL

SECTION 2.1 ARCHITECTURAL CONTROL. Construction plans, detailed specifications, and a survey (or original plat plan) for any of the following modifications or improvements must be submitted to and approved in writing by the Architectural Review Committee prior to the commencement of construction: the construction, erection of a residential dwelling, building or improvement of any kind; changes to the exterior of any improvement on a Lot which would modify the design, color, materials, or size of the improvement; any exterior addition, remodeling, renovation or redecoration of an improvement on a Lot; and any substantial change in landscaping or irrigation after original construction. All construction shall be in accordance with the Architectural Review Committee design guidelines promulgated from time to time, if any, and this Declaration.

The Architectural Review Committee shall initially be comprised of three (3) members. During the Developer Control Period, members of the Architectural Review Committee shall be appointed and removed by the Developer. Upon termination of the Developer Control Period, the Board of Directors of the Association shall comprise the Architectural Review Committee. THE ARCHITECTURAL REVIEW COMMITTEE AND THE INDIVIDUAL MEMBERS THEREOF SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF THE FUNCTIONS DELEGATED HEREUNDER. THE ASSOCIATION SHALL INDEMNIFY AND HOLD THE MEMBERS OF THE ARCHITECTURAL REVIEW COMMITTEE HARMLESS FROM AND AGAINST ANY CLAIMS, EXCEPT CLAIMS BASED UPON GROSS NEGLIGENCE OR WILFULL MISCONDUCT AND SHALL INCLUDE THE MEMBERS OF THE ARCHHITECTURAL REVIEW COMMITTEE AS INSUREDS UNDER THE ASSOCIATION DIRECTORS' AND OFFICERS' LIABILITY INSURANCE POLICY. In the event the Architectural Review Committee fails to approve or disapprove plans for a proposed improvement, modification or addition within forty-five (45) days of the date of receipt of the required documents, the plans shall be deemed to be denied. Notwithstanding the approval of plans by Architectural Review Committee, the approval shall not be deemed to authorize or permit (1) a violation of a setback or easement set forth in this Declaration or the applicable Plat, or (2) a violation of any other express provision in this Declaration. It is the responsibility of the Owner of the Lot and the Owner's Builder or contractor to assure that an improvement, modification or addition complies with all setbacks, does not encroach upon an easement, and complies with all provisions in this Declaration, notwithstanding the approval of the plans for the improvement, modification or addition by the Architectural Review Committee.

During the Developer Control Period, Developer retains the right to assign all or part of the duties, powers and responsibilities of the Architectural Review Committee to the Association and its Board of Directors. At the end of the Developer Control Period, all of the duties, powers and responsibilities of the Architectural Review Committee shall automatically be assigned to the Board of Directors without the requirement of any action on the part of the Developer. Anything in this paragraph or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Review Committee is hereby authorized and empowered to permit reasonable deviations from any of the architectural requirements of this Declaration, including, but not limited to the type, kind, quantity or quality of the building materials to be used in the construction of a residential dwelling, building or other improvement on a Lot and of the size and location of a residential dwelling, building or other improvement when, in the sole and final judgment and opinion of the Architectural Review Committee, such deviations will be in harmony with existing improvements and will not materially detract from either the appearance and design of the Subdivision as a whole or the general plan and scheme for the development of the Subdivision, as evidenced by this Declaration.

The Architectural Review Committee may require the submission of documents and items (including, by way of example and not in limitation, plans, specifications, plot plans, surveys, and samples of materials) as it shall deem appropriate in connection with its consideration of a request for an approval of a proposed improvement. If a request involves a variance and the Architectural Review Committee approves the request, the Architectural Review Committee shall evidence such approval, and grant its permission, only by written instrument, addressed to the Owner of the Lot, setting forth the decision of the Architectural Review Committee and describing (when applicable) the conditions on which the application has been approved, and signed by a majority of the then members of the Architectural Review Committee.

Any request for a variance from the express provisions of this Declaration shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Architectural Review Committee or (b) the failure of the Architectural Review Committee to respond to the request for variance. In the event the Architectural Review Committee shall not then be functioning, and/or the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variance from the provisions of this Declaration shall be permitted, it being the intent of the Developer that no variance shall be available except at the discretion of the Architectural Review Committee. The Architectural Review

Committee shall have no authority to approve a variance except as expressly provided in this Declaration.

SECTION 2.2 ARCHITECTURAL GUIDELINES. During the Developer Control Period, the Developer and, thereafter, the Board of Directors, may from time to time promulgate architectural guidelines setting forth minimum acceptable requirements for improvements. Architectural guidelines are intended to supplement this Declaration on items within the discretionary authority of the Architectural Review Committee. If a provision in the architectural guidelines conflicts with a provision in this Declaration, the provision in this Declaration shall control. However, the architectural guidelines and this Declaration shall be construed in an effort to harmonize provisions and avoid conflicts.

SECTION 2.3 NO LIABILITY. NEITHER THE ARCHITECTURAL REVIEW COMMITTEE, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE DEVELOPER, NOR THE RESPECTIVE AGENTS, EMPLOYEES AND ARCHITECTS OF EACH, SHALL BE LIABLE TO ANY OWNER OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND ASSERTED ON ACCOUNT OF THE ADMINISTRATION OF THIS DECLARATION OR THE PERFORMANCE OF THE DUTIES HEREUNDER, OR ANY ACT OR OMISSION IN SUCH ADMINISTRATION AND PERFORMANCE. THIS DECLARATION MAY BE ALTERED OR AMENDED ONLY AS PROVIDED HEREIN AND NO PERSON IS AUTHORIZED TO GRANT EXCEPTIONS OR MAKE REPRESENTATIONS CONTRARY TO THE INTENT OF THIS DECLARATION. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF ARCHITECTURAL GUIDELINES SHALL BE CONSTRUED AS REPRESENTING THAT SUCH PLANS, SPECIFICATIONS OR GUIDELINES WILL, IF FOLLOWED, RESULT IN A PROPERLY DESIGNED RESIDENTIAL DWELLING OR OTHER IMPROVEMENT. SUCH APPROVALS AND GUIDELINES SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING ANY RESIDENTIAL DWELLING OR OTHER IMPROVEMENT WILL BE BUILT IN A GOOD, WORKMANLIKE MANNER. THE APPROVAL BY THE ARCHITECTURAL REVIEW COMMITTEE SHALL NOT BE DEEMED TO CONSTITUTE WARRANTY OR REPRESENTATION BY THE ARCHITECTURAL REVIEW COMMITTEE INCLUDING, WITHOUT LIMITATION, A WARRANTY OR REPRESENTATION RELATING TO FITNESS, DESIGN OR ADEQUACY OF THE PROPOSED CONSTRUCTION OR COMPLIANCE WITH APPLICABLE STATUTES, CODES AND REGULATIONS. THE ACCEPTANCE OF A DEED TO A RESIDENTIAL LOT BY THE OWNER SHALL BE DEEMED A COVENANT AND AGREEMENT ON THE PART OF THE OWNER, AND THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS, THAT NIETHER THE DEVELOPER, THE ARCHITECTURAL REVIEW COMMITTEE, THE ASSOCIATION AND THE BOARD OF DIRECTORS OF THE ASSOCIATION, NOR AS THEIR RESPECTIVE AGENTS, EMPLOYEES AND ARCHITECTS, SHALL HAVE ANY LIABILITY UNDER THIS DECLARATION EXCEPT FOR WILLFUL MISCONDUCT.

SECTION 2.4 SINGLE-FAMILY RESIDENTIAL CONSTRUCTION. No building shall be constructed, erected, or permitted to remain on a Lot other than one (1) detached single-family residential dwelling not to exceed two and one-half (2½) stories in height, with a private garage for not more than three (3) vehicles, quarters for domestic workers and, as provided in Section 3.2 of this Declaration, one (1) approved storage building and one (1) children's playhouse. A detached garage and quarters, if any, on a Lot shall not exceed the height of the residential dwelling on the Lot. Quarters for domestic workers may be occupied only by (i) a member of the family occupying the residential dwelling on the Lot, or (ii) domestic workers employed to work on the Lot.

SECTION 2.5 MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS. The square footage of living area within the residential dwelling initially constructed on a Lot shall be determined and approved by the Architectural Review Committee. If the residential dwelling initially constructed on a Lot is substantially damaged or destroyed by fire or other casualty event necessitating the construction of a new residential dwelling on the Lot, the square footage of living area in the new residential dwelling shall not be less than the square footage within the residential dwelling initially constructed on the Lot. As used herein, "living area" does not include a porch, the garage, or quarters.

SECTION 2.6 EXTERIOR MATERIALS. The maximum number of materials on the exterior of the residential dwelling and other structures on a Lot is three (3). All exterior walls on the first floor of a residential dwelling must be brick, stone or stucco excluding box-out windows. On two-story residential dwellings, the front elevation must be predominantly brick, stone or stucco. On the second story, exterior walls on Lots that are sixty-five feet (65') in width or greater, brick, stone or stucco is required on the front elevation, and a corner wrap of not less than fifteen feet (15') is required. The Architectural Review Committee may require additional brick, stone or stucco on residential dwellings that are in view from an entrance to the Subdivision and from community access boulevards.

(a) Brick

Brick must be hard-fired and have an overall appearance of relative evenness in color and texture. Painted brick is permitted only when deemed appropriate for a particular architectural style. However, an application to paint brick must be approved in writing by the Architectural Review Committee prior to painting.

(b) Wood/Hardboard

Siding: Material shall be fiber-cement (e.g. "Hardiplank®") and must be of a horizontal, lap type. Diagonal siding, board and batten, particleboard siding, and vinyl siding are prohibited. Siding shall be painted or stained with medium range

colors that do not contrast with adjacent brick or other material, as determined by the Architectural Review Committee. Natural weathered wood is not permitted.

Trim: All trim shall be smooth/semi-smooth, high quality finish grade stock wood or Fiber-Cement (e.g. "Hardiplank®"). Trim shall be stained or painted as approved in writing by the Architectural Review Committee.

(c) Stucco

Stucco is permitted if the residential dwelling is an appropriate style of architecture as determined by the Architectural Review Committee. Stucco may be used as a major building material only with the prior written approval of the Architectural Review Committee.

(d) Stone

If stone is to be incorporated, it should be a natural limestone, or other regional stone color which is deemed appropriate and is approved in writing by the Architectural Review Committee.

(e) Synthetic Materials

Synthetic material such as metal siding, vinyl siding, and other materials which have the appearance of wood or stone must be reviewed to ensure a quality appearance. All synthetic materials require the prior written approval of the Architectural Review Committee.

(f) Material Changes

Changes in exterior wall materials must have a logical relationship to the massing of the residential dwelling. Material changes on a common wall plane that occur along a vertical line are to be avoided.

(g) Awnings

Awnings over entrances and windows are prohibited.

SECTION 2.7 NEW CONSTRUCTION ONLY. Only new construction is permitted on Lots. No building of any kind (with the exception of a storage building or children's playhouse, as provided in Section 3.2 of this Declaration) shall be moved onto a Lot, except with the prior written consent of the Architectural Review Committee.

SECTION 2.8 ROOFS AND ROOF MATERIALS.

(a) Materials

Approved roof materials must meet the following requirements:

(i) Dimensional with 30-year warranty.

(ii) Earthtone colors. All shingles within a particular Section of the Subdivision shall be the same color.

(iii) Shingles shall be composition asphalt. Other materials must be approved in writing by the Architectural Review Committee prior to installation.

(iv) The shingle material must harmonize with other shingle materials used in a particular Section of the Subdivision. Shingles with an ornate pattern or cut pattern are not permitted.

(b) Form

The form and massing of the roof should have a logical relationship to the style and massing of the residential dwelling. Roof pitches shall comply with applicable codes, but must be a minimum of five (5) in twelve (12) and not steeper than twelve (12) in twelve (12) for the main body of the roof. Patio or shed roofs must be a minimum of three (3) in twelve (12).

The Architectural Review Committee may consider other configurations in roof forms if appropriate to the style of architecture for a particular residential dwelling. However, very steeply pitched roofs, such as Mansards, which create massive roof structures, are strongly discouraged.

The roof height shall not exceed three-fourths (¾ths) of the total elevation area for single story residential dwellings or one-half (½) the total elevation area two-story residential dwellings.

Fascia depths should be in scale with the mass of the elevation, but the face of the fascia board must be at least six inches (6") (nominal) in size.

(c) Roof Penetrations

Roof vents, utility penetrations, or other roof protrusions shall not be visible from the street in front of the residential dwelling and must be painted to match the roof materials. Skylights shall not be visible from the front street.

(d) Gutters & Downspouts

Gutters and downspouts should be strategically placed to minimize visibility from the street in front of the Lot. Preferably, downspouts shall be located only at the rear and sides of a residential dwelling. Placement on the front elevation should be avoided as much as possible, but may be used to avoid water runoff at front entrances. The color of a gutter and downspout must match or be substantially similar to the color of the exterior building surface to which it is attached.

Downspouts must be installed vertically and in a simple configuration. All gutters and downspouts on Lots must be installed so that water does not drain onto an adjacent Lot.

SECTION 2.9 LOCATION OF THE IMPROVEMENTS. No building, structure, or other improvement shall be located on a Lot nearer to the front Lot line than the minimum building setback line shown on the Plat. No building, structure, or other improvement shall be located on a corner Lot nearer than ten feet (10') to the side Lot line adjacent to the side street. No building, structure, or other improvement shall be located nearer than five feet (5') to an interior Lot line, with the exception of a detached garage which may be located no nearer than three feet (3') to an interior Lot line. No Lot adjacent to a Reserve shall have any improvement within twenty feet (20') of the rear property line of the Lot. For the purposes of this section, eaves, steps and unroofed/unwalled and unfenced terraces shall not be considered as part of a building; provided, however, in no event shall any portion of a building, structure, or other improvement on a Lot be permitted to encroach upon another Lot.

SECTION 2.10 CONSOLIDATION AND SUBDIVISION OF LOTS. A single-family residential dwelling is required on each Lot as shown on the applicable Plat. Two (2) or more adjoining Lots may not be consolidated for the purpose of constructing one (1) single-family residential dwelling on the resulting building site. Provided that, this section shall not be construed to prohibit the use of an adjacent Lot in accordance with Section 2.33 of this Declaration No Lot shown on the Plat may be further subdivided and no portion of a Lot less than the entirety of the Lot shall be conveyed to another party.

SECTION 2.11 UTILITY EASEMENTS. Easements for the installation and maintenance of utilities are reserved as shown on the Plat or by separate recorded instrument. No building or structure of any kind shall be erected or placed on an easement. Utility easements are for the distribution of electrical, telephone, gas and cable television service. In some instances, sanitary sewer lines or storm sewer lines are also placed within the utility easement. Utility easements are typically located along the rear Lot line, although selected Lots may be subject to a side Lot utility easement for the purpose of completing circuits or distribution systems. Both the Plat and the individual Lot survey should be reviewed to determine the size and location of utility easements on a particular Lot. Encroachments on the utility easements are prohibited.

NEITHER THE DEVELOPER NOR ANY UTILITY COMPANY USING AN EASEMENT SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY EITHER OF THEM OR THEIR ASSIGNS, THEIR AGENTS, EMPLOYEES OR SERVANTS TO SHRUBBERY, TREES, FLOWERS OR IMPROVEMENTS OF THE OWNER LOCATED ON THE LAND WITHIN OR AFFECTED BY SAID EASEMENTS.

SECTION 2.12 GARAGES. All residential dwellings in the Subdivision must have a garage for not less than two (2) or more than three (3) vehicles. The garage on a Lot may be detached or attached. The front portion of a detached garage shall not be located nearer to the front property line of the Lot than sixty feet (60'). A breezeway or covered patio is required between the residential dwelling and the detached garage. A detached garage for three (3) vehicles or an oversized garage is permitted only with the prior written approval of the Architectural Review Committee.

No garage shall be changed, altered or otherwise converted for any purpose inconsistent with the housing of vehicles. An Owner or occupant of a Lot and the Owner's or occupant's family members, tenants and contract purchasers shall, to the greatest extent practicable, utilize the garage on the Lot for housing vehicles. When a Lot sides onto an entry street or collector/hoop street, the driveway and garage on the Lot must be located near the property line that is farthest from the entry street. When the side of a Lot is exposed to a Reserve, a detached garage may be allowed, provided that the garage is on the side of the Lot opposite the Reserve. A Lot that backs onto or has a side exposed to a Reserve may have a detached garage positioned on either side of the Lot. On a corner Lot, a detached or attached garage may not face the side street and must be placed on the side of the Lot that is opposite to the side street. A front loading garage shall not be located nearer to the front plane of the residential dwelling that is closest to the garage than fifteen feet (15').

SECTION 2.13 SIDEWALKS. Sidewalks four feet (4') in width are required on Lots adjacent to a public street. The sidewalk shall be located six feet (6') from the back of the curb for a Lot that has a front building setback of twenty-five feet (25'). The sidewalk shall be located four feet (4') from the back of the curb for a Lot that has a front building setback of twenty feet (20'). Sidewalks shall conform to Fort Bend County construction standards and shall continue uninterrupted through both front walk paving areas and driveways. Fort Bend County requires a five foot (5') wide sidewalk through the driveway. No sidewalk shall exceed a two percent (2%) cross slope. A picture-frame finish must be applied to driveway and walkway areas that intersect the sidewalk in order to achieve a continuous look.

SECTION 2.14 PLAN AND ELEVATION REPETITION. The repetition of the plan for a residential dwelling and the front elevation of a residential dwelling is restricted as follows:

(a) For a fifty foot (50') Lot size or less, if a plan is to be repeated on the same side of street with the same front elevation design, two (2) full

Lots must be skipped and one (1) Lot must be skipped if same front elevation design occurs across the street.

(b) For sixty foot (60') Lots or larger, if a plan is to be repeated on the same side of the street with the same front elevation design, three (3) full Lots must be skipped and two (2) Lots must be skipped if same front elevation design occurs across the street.

(c) The Architectural Review Committee reserves the right to reject an elevation that closely resembles that of a nearby residential dwelling or in any way detracts from the overall street scene. Additionally, identical uses in brick type and color, and siding color, are prohibited on residential dwellings that are adjacent to one another. Custom residential dwellings may not be repeated within any given Section.

SECTION 2.15 LOT COVERAGE. Total Lot coverage of buildings, driveways, walks and other structures shall not exceed eighty percent (80%) of the total Lot area. Pools, spas and decks shall not be included when calculating the percentage of Lot coverage.

SECTION 2.16 LANDSCAPING. The Builder is responsible for landscaping all front yards, including the portion of the street right-of-way between the property line and the street curb. Installation of all landscaping on a Lot must be completed upon occupancy of the residential dwelling on the Lot or within thirty (30) days after completion of construction of the residential dwelling, whichever is the first to occur. Installation of landscaping, including materials and workmanship, must be in conformance with acceptable industry standards. Dead or diseased landscaping must be removed and replaced within thirty (30) days of the date of delivery of written notice thereof from the Association.

(a) Yard Trees

All Native Texas Trees which exist in the front yard of a Lot prior to the construction of a residential dwelling on the Lot and which are four inches (4") in caliper when measured twelve inches (12") above grade must be preserved and protected during construction of the residential dwelling. Attached hereto as Exhibit "A" and incorporated herein is a list of the trees deemed to be Native Texas Trees. A minimum number of Native Texas Trees is required in the front yard of each Lot depending upon the width of the Lot, as set forth below. If there are no Native Texas Trees in the front yard of a Lot or fewer Native Texas Trees than the required minimum, the Builder is required to plant as many Native Texas Trees in the front yard of the Lot as are necessary to comply with the applicable minimum at the time of substantial completion of the residential

dwelling on the Lot. For a corner Lot, a minimum number of Native Texas Trees is also required in the side yard adjacent to the side street. All Native Texas Trees planted in a Lot by a Builder must be a minimum of four inches (4") in caliper when measured twelve inches (12") above grade. In addition, all Native Texas Trees planted by a Builder must have a minimum height of ten feet (10') above grade and a minimum spread of five feet (5'). However, Native Texas Trees which exceed the minimum requirements relating to size are encouraged. The yard tree requirements are as follows:

YARD TREE REQUIREMENTS

Lot Width	**# of Yard Trees Required**	**# of Street Trees Required**
60' or less'	2 Native Texas Trees	0
65 or greater'	3 Native Texas Trees	0
All Corner Lots	Add a Minimum of 2 Native Texas Trees on side yards, if room is allowed between build line and curb. Architectural Review Committee approval is needed for a variance.	0

(b) Other Vegetation

In addition to the yard tree requirements set forth above, the following minimum landscaping requirements must be complied with at the time of substantial completion of a residential dwelling on a Lot and thereafter preserved:

(1) At least fifteen (15) foundation shrubs with a minimum container size of five (5) gallons must be installed in the front yard of the Lot.

(2) At least two (2) vertical foundation accent shrubs with a minimum container size of ten (10) gallons must be installed in the front yard of the Lot.

(3) Primary shrub treatment in the front yard of the Lot shall be within the back third of the front of the residential dwelling. However, this requirement does not preclude additional landscaping in other areas of the front yard.

(4) At least two (2) evergreen shrubs with a minimum container size of five (5) gallons are required in front of an air conditioner on a Lot that is otherwise visible from the street. An air conditioner on the street side of a corner Lot must be enclosed by a fence.

(5) A continuous ligustram hedge is required in front of the fence along the side Lot line of a corner Lot adjacent to the side street. The shrubs shall be a minimum container size of five (5) gallons and shall be spaced three feet (3') on center.

Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Loose brick, plastic, concrete scallop, corrugated aluminum, wire picket, vertical timbers and railroad ties are not in character with the desired landscape effect and are prohibited. Acceptable edging is ryerson steel, brick set in mortar, stone laid horizontally and continuous and concrete bands.

All planting beds are to be mulched with shredded pine bark or shredded hardwood.

The use of gravel or rock in front yard planting beds is prohibited, except as a border when set in and laid horizontally as quarried or utilized for drainage purposes. Specimen boulders are permitted.

Tree stakes must be made of wood or steel. Wood stakes must be two inches (2") in diameter by six feet (6') long.

All lawn ornaments, statues, or other similar items ("lawn features") proposed to be placed or installed in the front yard of a Lot or, in the case of a corner Lot, the side yard adjacent to the side street, must be approved in writing by the Association prior to placement or installation. The Association shall have the sole and exclusive discretion to determine what types of lawn features are acceptable and whether a particular lawn feature is compatible with the overall design of the Subdivision.

(c) Grass Coverage

All areas exposed to public view (public right of ways, greenbelt views, public streets) shall be sodded with Saint Augustine Grass.

(d) Irrigation

Irrigation must be installed by the Builder in the front yard of each Lot at the same time the landscaping is installed. Irrigation, when installed, must cover all landscape areas in the front yard and, in the case of a corner Lot, the side yard adjacent to the side street.

All landscaping is required to be maintained in a healthy and attractive appearance. Proper maintenance includes:

1. adequate irrigation; automatic irrigation systems are encouraged;
2. appropriate fertilization;
3. pruning;
4. mowing;
5. weed control in lawns and planting beds;
6. seasonal mulching of planting beds;
7. insect and disease control; and
8. replacement of diseased or dead plant materials.

(e) Drought-Resistant Landscaping and Water-Conserving Natural Turf

The installation of drought-resistant landscaping and water-conserving natural turf requires the prior written approval of the Architectural Review Committee. The proposed installation of drought-resistant landscaping and water-conserving natural turf shall be reviewed by the Architectural Review Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Subdivision. Full green lawns (turf) are, as a general rule, required in the front yard space and the space along the side of the residential dwelling on a Lot not enclosed by a fence. If a deviation from the general requirement is allowed, non-turf areas must be decomposed granite, hardwood mulch, crushed limestone, flagstone, or loose stone material as approved by the Architectural Review Committee. Concrete surfaces are limited to driveways and sidewalks. The area within a particular Lot that may be non-turf shall be determined by the Architectural

Review Committee; the non-turf area may vary from Lot to Lot depending upon the size and configuration of the Lot and the objective of preserving maximum aesthetic compatibility with other landscaping in the Subdivision. Drought-resistant landscaping and water-conserving natural turf are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove visible dead materials; this includes most ornamental grasses and other flowering perennials, which go dormant to the ground in winter.

SECTION 2.17 UNDERGROUND ELECTRIC SERVICE. An underground electric distribution system will be installed in that part of the Subdivision designated "Underground Residential Subdivision," which underground service area shall embrace all Lots in the Subdivision. The Owner of each Lot in the Underground Residential Subdivision shall at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code [N.E.C.]) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot for so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 110/220 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where

originally constructed and built for sale to bona fide purchasers (such category of dwelling expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the company (1) an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company for the additional service, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

SECTION 2.18 STRUCTURED IN-HOUSE WIRING. Each residential dwelling constructed in the Subdivision shall include among its components structured in-house wiring and cabling to support multiple telephone lines, internet/modem connections, satellite and cable TV service and in-house local area networks. In each residential dwelling, a central location or Main Distribution Facility ("MDF") must be identified to which ALL wiring must be run. The MDF is the location where all wiring is terminated and interconnected, and where the electrical controllers, shall be mounted.

The MDF will be the central location for all wiring of all types including security, data, video, and telephone wiring. The wiring room must be a clean interior space, preferably temperature controlled and secure.

The components shall not be installed in a garage, crawl space, or exterior enclosure. These are not approved installation locations. The components shall not be installed in a fire rated wall.

The volume and ventilation characteristics of the MDF must allow for 70W heat dissipation without exceeding the ambient temperature and humidity requirements.

The specific requirements, specifications, and locations for wiring, cabling and MDF installation shall be in accordance with rules promulgated by the Architectural Review Committee from time to time.

SECTION 2.19 GRADING AND DRAINAGE. Each Lot shall be graded so that storm water will drain to the adjacent street(s) and not onto adjacent Lots. Minimum grade shall comply with applicable Federal Housing Administration ("FHA") requirements, if any. Exceptions will be made in those instances in which existing topography dictates an alternate

Lot grading plan. The Architectural Review Committee must approve all grading exceptions in writing.

SECTION 2.20 DRIVEWAYS.

A Builder is required to construct the driveway on the Lot on which the residential dwelling is constructed to connect to the street curb. Where six inch (6") barrier curbs exist, the Builder is required to saw-cut the street and curb, and tie into the street and curb in accordance with city or county standards. It is the Builders' responsibility to realign the grade in the flow line of the gutter in accordance with applicable regulations. A Builder is responsible for repairing any ponding water ("bird baths") resulting from the Builder's construction activities. Where four inch (4") mountable curbs exist, no saw cuts will be required or permitted.

The driveway on a Lot shall be constructed perpendicular to the street to which it is connected and shall be tied in to the street with a five foot (5') radius. The joint will be constructed in conformance to city or county standards and shall be doweled at the point of curvature.

If the driveway on a Lot intersects a sidewalk or front walk, the driveway finish may not continue through the sidewalk.

A driveway on a Lot may be paved with concrete or other masonry materials which are compatible with architecture of the residential dwelling on the Lot and any other walkways or terraces on the Lot.

Materials such as textured concrete, stamped concrete, colored concrete, interlocking pavers, and brick borders are acceptable, but must be submitted to and approved in writing by the Architectural Review Committee as to color and design prior to the construction.

The maximum allowable driveway width for a detached garage is twelve feet (12') from the front property line to the front building line; the width of the driveway may then transition to a wider width. The minimum allowable driveway width is ten feet (10') unless applicable county and city codes require otherwise.

The driveway for a detached garage on a Lot shall be located a minimum three foot (3') side Lot from the side property line of the Lot.

If the driveways on two (2) adjacent Lots are located along the common side Lot line separating the two (2) Lots, the driveway on each Lot shall be located a minimum of four feet (4') from the common side Lot line.

All driveway designs are subject to review and written approval by the Architectural Review Committee.

SECTION 2.21 OUTDOOR LIGHTING. All outdoor lighting must conform to the following standards and be approved in writing by the Architectural Review Committee. Floodlighting fixtures shall be attached to the residential dwelling or an architectural extension. Floodlighting shall not illuminate areas beyond the boundaries of the Lot on which the floodlighting is located. Ornamental or accent lighting is allowed, but must be used in moderation and compliment the associated architectural elements. Moonlighting or uplighting of trees is allowed, but the light source must be concealed from view. Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting are prohibited. Mercury vapor security lights are prohibited if the fixture is in public view or visible from another Lot. Mercury vapor lights, when used for special landscape lighting affect (such as hung in trees as up and down lights) are permissible.

SECTION 2.22 SCREENING. Mechanical and electrical devices, garbage containers and other similar objects on a Lot must be screened from view from a street, Reserve, or Common Area by a fence, wall, landscaping, or a combination thereof. Screening with landscaping must be accomplished at the time of initial installation, not assumed size at maturity; in addition, landscaping used to screen items must be evergreen.

SECTION 2.23 WALLS AND FENCES.

(a) Wood Fencing Guidelines:

(1) Height:

Typically limited to six feet (6') in height above natural grade. A Builder may be required to construct an eight foot (8') fence where perimeter conditions warrant.

(2) Materials:

All wood fences are to be constructed with Right Wood only or similar product.

(3) Construction:

Interior Lots: Fence must be set back at least five feet (5') from the front elevation of the residential dwelling. A "good neighbor" fence policy is required. Alternating sections are to occur at regular fence post intervals only, so that an entire panel is dedicated to one Lot and the following panel is dedicated to the adjacent Lot and so forth. In this manner, both Lots receive approximately the same exposure to finished sides of a picket fence structure.

Corner Lots: Fence must be located halfway between the property line and the building line. The fence must be set back five feet (5') from the front elevation of the residential dwelling. The finished, or "picket" side of the fence should face the side street. On corner Lots of a Subdivision entrance where wood fencing is utilized, the fence must be a capped.

(4) Special conditions:

The finished side of a fence must always face the exterior or public side. Any exposures to public streets, greenbelts, ditches, or detention basins will be considered public view and must be constructed with an ornamental cap and 1"x 5" running board located half way from the cap and the ground.

The breezeway fencing between a detached side-out garage and the residential dwelling may be four feet (4') high to allow for visibility.

Where Lots are located adjacent to either a commercial, institutional, or other more public use, the finished side of a fence should always face the non-residential use.

(b) Ornamental Steel Fencing Guidelines:

Ornamental metal fencing must be approved for Lots adjacent to water bodies, nature preserves and greenbelts.

(1) Height:

Typically, four feet (4') in height, measured from natural ground.

(2) Dimensions:

Posts: one and one-half inches (1½") square, nominally six feet (6') on center.

Rails: Two (2) rails, one and one fourth inches (1¼") square. Located top and bottom. Bottom rail is to be two inches (2") above natural grade.

Pickets: Flat topped, one half inch (½") square, four and one-half inches (4½") on center.

(3) Materials.

All steel construction. Posts shall be sixteen (16) gauge wall thickness, rails shall be eighteen (18) gauge wall thickness. Weld solid all exposed ends.

Paint system: One (1) coat of primer, finished with two (2) coats of a flat, black, non-fade paint system.

(4) Uniformity. Builder shall use every effort to maintain uniformity of the installed product throughout the Subdivision.

(c) Gates

(1) Gates shall be constructed with the same materials and quality as the fence in which the gate is located. If the fence is ornamental steel, all hardware in the gate shall be painted the same color as the fence.

(2) Pedestrian gates may not exceed forty-two inches (42") in width.

(3) Gates are not required but may be constructed for resident access to the adjoining public areas (e.g. greenbelts and public rights of way).

SECTION 2.24 FENCES ON RESERVE LOTS. A fence is to be constructed and maintained on every Reserve Lot by the Owner. The fence shall enclose the rear yard of the Lot and/or side yard of the Lot as specified by the Architectural Review Committee, shall be built on the property line as otherwise herein required, and shall consist of materials as may be designated by the Developer including, without limitation, ornamental iron fences on a concrete panel, or a masonry or brick wall.

SECTION 2.25 FENCE MAINTENANCE. All fences (except boulevard masonry/brick/wood/wrought iron fences adjacent to streets) erected by the Developer specifically required elsewhere herein to be maintained by the Association, shall be maintained in good condition at all times by the Owner of the Lot. The Association is granted an easement over and across each Lot (i) upon which a fence owned by the Developer or the Association is constructed, or (ii) upon which a fence is constructed by Developer that is to be maintained, repaired and replaced by the Association.

SECTION 2.26 BASKETBALL EQUIPMENT. Basketball equipment must comply with the following:

(a) No basketball goal shall be installed on a Lot without the prior written approval of the Architectural Review Committee. A request for approval of a basketball goal must include a site plan showing the exact location of the proposed goal. **Permanent basketball poles are not permitted.**

(b) Removable basketball poles are permitted, but must be installed on the interior side of the driveway of the Lot. A backboard is not allowed to face the street in front of the Lot.

(c) A basketball backboard must be pole-mounted. A basketball backboard is not permitted to be installed on the residential dwelling, garage or other structure on a Lot.

(d) Backboards must be professionally manufactured, of neutral color (clear, white, gray, or tan) and free of brightly colored decals or graphics.

(e) Poles and support brackets must be black in color.

(f) All equipment, including poles, support brackets, and netting, must be maintained in good condition. Broken equipment, including backboards, bent poles, supports, rims, netting, and peeled or chipped paint, are prohibited.

Netting is limited to nylon or similar cord netting. Metal and chain nets are prohibited.

(g) Portable basketball goals are permitted only so long as they are maintained in good condition and stored out of view from any street in the Subdivision and adjacent Lots when not in use.

(h) Overnight storage of basketball equipment in a location that is visible from an adjacent Lot, a Reserve or Common Area is prohibited.

(i) Spotlights or other lighting for the purpose of illuminating the area of play are prohibited.

(j) The Owner and all occupants of the residential dwelling are fully responsible for ball containment on the Lot to prevent damage to an adjacent Lot. Basketballs must be kept out of the streets. Painting of the driveway for a basketball court layout or any other similar purpose is prohibited.

(l) All rear yard basketball goals must be approved in writing by the Architectural Review Committee and must comply with all provisions in this section.

SECTION 2.27 RAIN BARRELS AND RAIN HARVESTING SYSTEMS. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners. The following provisions shall be applicable to rain barrels and rain harvesting systems in the Subdivision:

(a) Architectural Review Committee Approval. In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Architectural Guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Architectural Guidelines.

(b) Location. A rain barrel or rain harvesting system is not permitted on a Lot between the front of the residential dwelling on the Lot and an adjacent street.

(c) Color and Display. A rain barrel or rain harvesting system is not permitted:

(i) unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the Owner's Lot; or

(ii) if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.

(d) Regulations if Visible. If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a Common Area, the rain barrel or rain harvesting system must comply with the following regulations:

(i) Rain Barrel:

(1) Size: A maximum height of forty-two inches (42") and a maximum capacity of fifty (50) gallons.

(2) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.

(3) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.

(4) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the Architectural Review Committee.

(5) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

(ii) Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting

system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six inches (36"). The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the Architectural Review Committee.

Provided that, the regulations in this Section 2.27 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

SECTION 2.28 SOLAR ENERGY DEVICES. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. The following provisions shall be applicable to solar energy devices in Subdivision:

(a) Architectural Review Committee Approval. The installation of a solar energy device requires the prior written approval of the Architectural Review Committee Approval. Provided that, the Architectural Review Committee Approval may not withhold approval if these Guidelines are met or exceeded, unless the Architectural Review Committee Approval determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference

does not exist. Provided further, the Architectural Review Committee need not approve any such device during the Developer Control Period.

(b) Location. A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.

(c) Devices Mounted on a Roof. A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a Lot:

(i) shall not extend higher than or beyond the roofline;

(ii) shall conform to the slope of the roof and have a top edge that is parallel to the roofline;

(iii) shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and

(iv) shall be located on the roof as designated by the Architectural Review Committee unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the Architectural Review Committee. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.

(d) Visibility. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.

(e) Warranties. A solar energy device shall not be installed on a Lot in a manner that voids material warranties.

(f) Limitations. A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

SECTION 2.29 STORM AND ENERGY EFFICIENT SHINGLES. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that are designed to:

- be wind and hail resistant; provide heating and cooling efficiencies greater than those provided by customary composition shingles; or provide solar generation capabilities; and
- when installed: resemble the shingles used or otherwise authorized for use on Lot in the Subdivision; are more durable than and are of equal or superior quality to the shingles described below; and match the aesthetics of the property surrounding the Owner's Lot.

(a) Architectural Review Committee Approval. In order to confirm the proposed shingles conform to the foregoing guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove shingles that do not comply with these guidelines.

(b) Appearance. When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Subdivision as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

SECTION 2.30 FLAGS. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

(a) The following provisions shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

(i) Architectural Review Committee Approval. Above-ground flagpoles, flagpole stands and/or footings and illumination proposed to be placed in front of the front building setback line for a Lot or outside of any other recorded setbacks must be approved by the Architectural Review Committee. In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the Architectural Review Committee for prior approval for all other flagpoles (freestanding or attached). The Association may require an Owner to remove

flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

(ii) Flag of the United States. The flag of the United States must be displayed in Architectural Review Committee in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

(iii) Flag of the State of Texas. The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

(b) Flagpoles.

(i) Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot.

(ii) A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.

(iii) A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.

(iv) A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.

(v) A flagpole shall not be located in an easement or encroach into an easement.

(vi) Without the prior approval of the Architectural Review Committee, a freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in this Declaration.

(vii) A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.

(viii) An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.

(ix) A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.

(x) If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the Architectural Review Committee may require the installation of landscaping to screen the stand and/or footing from view.

(xi) A flagpole may not be attached to a tree.

(c) Flags.

(i) Only the three (3) types of flags addressed in this section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.

(ii) Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.

(iii) The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.

(iv) The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.

(v) A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

(vi) A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a Lot or a tree, or be displayed in a window of the residential dwelling or other structure on a Lot.

(d) Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the Architectural Review Committee. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the Subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

(e) Noise. An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

SECTION 2.31 RELIGIOUS ITEMS. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or resident from displaying or affixing on the entry to the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument. The following provisions shall be applicable to the display of religious items on a Lot:

(a) Architectural Review Committee Approval. As authorized by this Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code any alteration to the entry door or door frame must first be approved by the Architectural Review Committee.

(b) Location. Except as otherwise provided in this section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.

(c) Size. The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.

(d) Content. A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.

(f) Limitation. A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.

(g) Color of Entry Door and Door Frame. An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the Board.

(h) Other. Notwithstanding the above provisions: (i) the Board shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

SECTION 2.32 STANDBY ELECTRIC GENERATORS.

(a) Definition. A Standby Electric Generator is a device that converts mechanical energy to electrical energy and is:

(i) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

(ii) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;

(iii) connected to the main electrical panel of the residential dwelling by a manual or automatic transfer switch; and

(iv) rated for generating capacity of not less than seven (7) kilowatts.

(b) Architectural Review Committee Approval. The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the Architectural Review Committee prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the Architectural Review Committee as to compliance with the provisions of this policy. The submission of plans must include a completed application for Architectural Review Committee review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if

required as provided below), and a copy of the manufacturer's brochures. The Architectural Review Committee may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth below, and, if visible as provided below, the Standby Electric Generator is screened in the manner required by the Architectural Review Committee.

(c) Requirements. The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the Architectural Review Committee and compliance with the following requirements:

(i) a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;

(ii) all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;

(iii) all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

(iv) all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

(v) all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;

(vi) a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;

(vii) a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;

(viii) a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;

(ix) periodic testing of a Standby Electric Generator shall be in accordance with the manufacturer's recommendations, and shall occur not more than once a month, between the hours of 10:00 a.m. and 4:00 p.m.; and

(x) the preferred location of a Standby Electric General is:

(1) at the side or rear plane of the residential dwelling;

(2) outside (not within) any easement applicable to the Lot;

(3) outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator shall be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

(d) Screening. If a Standby Electric Generator is:

(i) visible from the street in front of the residential dwelling on the Lot on which it is located,

(ii) located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or

(iii) located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the Architectural Review Committee.

(e) Non-Payment for Utility Service. A Standby Electric Generator shall not be used to generate all or substantially all of the electrical power to a

residential dwelling, except when utility-generated electrical power to the residential dwelling is not available or is intermittent due to causes other than non-payment for utility service to the residential dwelling.

(f) Property Owned by the Association. No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

(g) Non-Compliance. The installation of a Standby Electric Generator that is not in compliance with the provisions of this section will be considered a violation of the dedicatory instruments governing the Subdivision.

(h) Property Owned or Maintained by the Association. The provisions in this section do not apply to property that is owned or maintained by the Association.

SECTION 2.33 ADJACENT LOT. Section 209.015 of the Texas Property Code allows an "**Adjacent Lot**", as defined therein, to be used for a residential purpose notwithstanding a provision in a dedicatory instrument that would otherwise prohibit such a use of an Adjacent Lot. However, Section 209.015 of the Texas Property Code further provides that an Owner must obtain the approval of the Architectural Review Committee prior to placing or constructing an improvement on an Adjacent Lot. Accordingly, plans for improvements proposed to be erected or placed on an Adjacent Lot must be submitted to and approved by the Architectural Review Committee prior to erecting or placing such improvements on the Adjacent Lot. Reasonable restrictions relating to the size, location, shielding, and aesthetics of improvements proposed to be placed or constructed on an Adjacent Lot may be set forth in architectural guidelines. The Lot next to the Adjacent Lot (the "**Main Lot**") must have a completed residential dwelling thereon, the two (2) Lots must be owned by the same person or entity, and the Adjacent Lot must be used by the Owner of the Main Lot for a "**residential purpose**", as defined in Section 209.015 of the Texas Property Code. If the Adjacent Lot and the Main Lot are not sold and conveyed together, the Adjacent Lot is then required to be restored to its original condition per Section 209.015 of the Texas Property Code.

ARTICLE III
USE RESTRICTIONS

SECTION 3.1 PROHIBITION OF OFFENSIVE ACTIVITIES. No activity which is not related to single-family residential purposes, whether for profit or not, shall be conducted on a Lot. No noxious or offensive activity of any kind shall be permitted on a Lot, nor shall anything be done on a Lot which may be or may become an annoyance or a nuisance to residents of the Subdivision. For purposes of this section, a nuisance shall be an activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities or which may reduce the desirability of the Lot or a surrounding Lot. No loud noises or noxious odors shall be permitted on a Lot. The Board of Directors of the Association shall have the right to determine if a noise, odor or activity constitutes a nuisance and in its reasonable, good faith determination shall be binding on all parties. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles are permitted on a Lot. No items which may unreasonably interfere with television or radio reception on another Lot shall be located, used or placed on a Lot. No television, sound or amplification system or other such equipment shall be operated at a level that can be heard outside of the building or structure in which it is located.

SECTION 3.2 OUTBUILDINGS AND PLAYHOUSES. No temporary structure of any kind, garage or permitted outbuilding shall be used as a living area. This section shall not be construed to prohibit sales trailers and construction trailers during the construction and sales phases of the Subdivision.

Provided that the written approval of the Architectural Review Committee is obtained prior to installation and placement on a Lot, one (1) storage building and one (1) children's playhouse, each limited in maximum height to eight feet (8') from ground to highest point of structure and each not exceeding one-hundred (100) square feet, may be placed on a Lot behind the residential dwelling. In no event shall a storage building or playhouse be located on a utility easement, within five feet (5') of side Lot line, or within ten feet (10') of the rear Lot line. Additionally, no storage building or playhouse is permitted on a Lot unless the rear yard of the Lot is completely enclosed by a fence. Except as expressly provided in this section, no temporary structure of any kind shall ever be moved onto or placed on a Lot, the intent being that, unless otherwise expressly allowed, only new construction is permitted on a Lot.

SECTION 3.3 **VEHICLES**. No vehicle shall be parked or stored on a Lot, easement or Common Area or in the street adjacent to a Lot, easement, right-of-way or Common Area unless:

(a) such vehicle does not exceed eight feet (8') in height, seven feet six inches (7' 6") in width, and twenty-one feet (21') in length ("**Permitted Vehicle**"); and

(b) such Permitted Vehicle

(i) is in operating condition (with fully inflated tires); and

(ii) has current license plates and inspection stickers.

No Permitted Vehicle parked on the driveway of a Lot shall be covered with a tarp or other type of covering. No vehicle shall be parked in whole or in part on an unpaved portion of a Lot.

No non-motorized vehicle, trailer, boat, marine craft, jet ski, all terrain vehicle (ATV), or hovercraft, and no machinery or equipment of any kind, and no vehicle of any type other than a Permitted Vehicle may be parked or stored in public view on any part of any Lot, easement, or Common Area or in the street adjacent to a Lot, driveway, easement, street right-of-way, or Common Area. No commercial vehicle of any kind (including, without limitation, a dump truck, cement-mixer truck, oil or gas truck, delivery truck, tractor or tractor trailer) and no boat trailer and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board of Directors of the Association), or a recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board of Directors of the Association) shall be parked or kept in the Subdivision. Provided that, this section does not prohibit a vehicle operated by a person or entity providing services to an Owner or occupant of a Lot, but only during the period in which services are actually being provided. Provided further that, a recreational vehicle may be temporarily parked on a Lot for the purposes of loading and unloading; for the purposes of this section, "temporary parking" shall not exceed twenty-four (24) hours in any seven (7) day period of time.

No Owner or occupant of a Lot shall repair or restore a motor vehicle, boat, trailer, aircraft or other vehicle on a Lot, on any street in the Subdivision or on the Common Area, except for repairs to the Permitted Vehicle of the Owner or occupant of the Lot conducted exclusively in the enclosed garage (and provided such Permitted Vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night).

No vehicle shall be parked on a street or on the driveway of a Lot in a manner that obstructs ingress to or egress from another Lot or traffic flow through the Subdivision. The

Association shall have the authority to tow a vehicle parked on Common Area, the cost to be at the vehicle owner's expense.

No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be operated in the Subdivision, if, in the sole judgment of the Association, such operation, by reason of noise or fumes emitted or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of residents in the Subdivision.

SECTION 3.4 GARAGE SALES. A garage sale on a Lot is prohibited. The Board of Directors of the Association shall have the authority to conduct or allow an annual community-wide garage sale and to adopt rules and regulations relating to a community-wide garage sale.

SECTION 3.5 AIR CONDITIONERS. No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in a residential dwelling or other improvement on a Lot without the prior written consent of the Architectural Review Committee.

SECTION 3.6 WINDOW TREATMENTS AND DOORS. Reflective glass is not permitted in any window or door in the residential dwelling or other structure on a Lot. No foil, reflective material, paper, sheets, flags or other materials not customarily considered to be a common window or door covering shall be used in or placed over a window or door. No aluminum metal doors with glass fronts (i.e., storm doors) are permitted in a door in the front of a residential dwelling or, in the case of a corner Lot, a door on the side of the residential dwelling facing the side street.

SECTION 3.7 UNSIGHTLY OBJECTS. No unsightly objects (such as, by way of example and not in limitation, a large topiary or a metal object or sculpture) which might reasonably be considered to be an annoyance to residents of ordinary sensibility shall be placed or allowed to remain in any yard, on a street or on a driveway. The Board of Directors of the Association shall have the authority to determine whether an object is unsightly in violation of this section and its reasonable good faith determination shall be conclusive and binding on all parties.

SECTION 3.8 POOLS AND PLAY EQUIPMENT. Play equipment, including playforts and swing sets (but excluding playhouses addressed under Article III, Section 3.2 of this Declaration) are limited to a maximum height of eleven feet (11') if the play equipment does not have a canopy or twelve and one-half feet (12½') if the play equipment has a canopy. The platform for play equipment shall not extend above the ground more than sixty-two inches (62"). A deck shall not extend above the ground more than twenty-four inches (24"). Play equipment must be located in the rear yard of the Lot and the rear yard

of the Lot must be completely enclosed by a fence. The location of play equipment must be approved by the Architectural Review Committee to minimize visibility from adjacent Lots and noises to adjacent Lots. An above-ground swimming pool on a Lot is prohibited. A swimming pool to be constructed on a Lot requires the prior written approval of the Architectural Review Committee.

SECTION 3.9 MINERAL OPERATION. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted on or in a Lot or Common Area, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted on or in any Lot or Common Area. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on a Lot or Common Area.

SECTION 3.10 ANIMALS; PETS. No animals, livestock, or poultry of any kind shall be kept on a Lot, with the exception of a reasonable number of dogs, cats or other common household pets; provided that, in no event shall dogs, cats or other common household pets be kept, bred or maintained for commercial purposes. A Vietnamese potbelly pig is not a common household pet and is prohibited. No Owner shall allow a pet to become a nuisance by virtue of noise, odor, or aggressive or dangerous behavior. All pets must be confined to a fenced rear yard (such fence shall encompass the entire backyard) or within the residential dwelling; if not in the fenced yard or residential dwelling, a pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet waste and to keep pets from barking, yelping and howling. Pet owners shall not permit their pets to defecate on other Owners' Lots, on the Common Areas, recreational areas or on the streets, curbs, or sidewalks. The Board of Directors shall have the authority to determine whether the number of pets on a Lot is reasonable, whether an animal is a common household pet, and whether a pet is a nuisance and its reasonable good faith determination shall be binding on all parties.

SECTION 3.11 VISUAL OBSTRUCTION AT THE INTERSECTION OF STREETS. No object or thing which obstructs site lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on a corner Lot.

SECTION 3.12 LOT AND BUILDING MAINTENANCE. The Owners or occupants of a Lot shall at all times keep all weeds and grass thereon cut in a neat, sanitary, and attractive manner. The Owner or occupant of a Lot is required to edge curbs adjacent to

the Lot and regularly remove weeds from landscape beds. In no event shall a Lot be used for the storage of materials and equipment except for normal residential requirements or incident to construction of an improvement thereon. All fences and buildings (including but not limited to the residential dwelling and garage on the Lot) shall be maintained in good repair and condition by Owner or occupant of the Lot, and Owner or occupant shall promptly repair or replace the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Each Owner shall maintain in good condition and repair all improvements on the Lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways and walks, fences, trim, plumbing, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, fading, peeling or aged paint or stain, mildew, broken doors or windows, and rotted or leaning fences is not permitted and must be remedied by the Owner or occupant of the Lot. Any such condition shall be a violation of this Declaration for which the Owner of the Lot is obligated to remedy upon notice from the Association. The drying of clothes within public view is prohibited. All walkways, driveways, and other paved open areas shall be kept clean and free of debris, oil stains, grass or weeds in expansion joints or other unsightly conditions. The Board of Directors of the Association shall have the authority to determine whether a Lot or an improvement on a Lot is in need of maintenance or repair and its reasonable good faith determination shall be conclusive and binding on all parties.

No Lot shall be used or maintained as a dumping ground for rubbish or trash. The accumulation of garbage, trash or rubbish on a Lot is prohibited. Trash, garbage or other waste materials shall be kept in sanitary metal or plastic containers with covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view, except on trash collection days when they may be placed at the curb not earlier than 6:00 p.m. of the night prior to the day of scheduled collection and removed from the curb not later than 6:00 p.m. of the day of scheduled collection. Burning of trash, garbage, leaves, grass or other materials on a Lot or in the street adjacent to a Lot is prohibited.

Building materials to be used in the construction of an approved improvement on a Lot may be placed on the Lot at the time construction is commenced and may be maintained thereon for a reasonable time so long as the construction progresses and is being diligently pursued to completion. If not used in the construction of the improvement, the materials must be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of default on the part of the Owner or occupant of any Lot in complying with the provisions in this section, such default continuing after not less than ten (10) days written notice thereof to the Owner or occupant from the Association, which notice shall be

deposited in the U.S. Mail without the requirement of certification, the Association, by and through its duly authorized agent may, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cut the weeds and grass, edge the Lot at the curb, remove weeds from landscape beds, remove garbage, trash and rubbish, and take any other action that is necessary to secure compliance with the provisions of this section. The Association may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of a Lot to pay the costs incurred by the Association to perform such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or occupant to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the Annual Assessment provided for herein as a secured charge, and the collection of such sum shall be governed by Article VI of this Declaration.

SECTION 3.13 SIGNS. Except for signs on a Lot owned by a Builder on which there is a model home during the period of original construction and home sales, no sign, poster, advertisement, billboard or other type of advertising display of any kind other than a standard ground-mounted "For Sale" sign, which shall not exceed five (5) square feet in total size, may be erected or maintained on a Lot. Provided that, political signs may be displayed on a Lot as allowed (but only as allowed) by law. The Association shall have the authority to go onto a Lot and remove and discard a sign, poster advertisement, billboard, or other type of advertising display erected or placed on the Lot in violation of this section without liability of trespass or otherwise.

SECTION 3.14 RESIDENTIAL USE. Each Owner shall use his Lot and the residential dwelling on his Lot for single family residential purposes only. As used herein, the term "**single family residential purposes**" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling for residential purposes. As used herein, the term "**unobtrusive**" means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional or commercial related purpose on a regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

An Owner of a Lot shall be entitled to lease the Lot only for single family residential purposes. No Owner shall be permitted to lease the Owner's Lot for hotel or transient purposes. For purposes of this section, a lease term that is less than six (6) months shall be deemed to be a lease for hotel or transient purposes. Every lease shall provide that the lessee shall be bound by and subject to all the obligations under this Declaration and a failure to do so shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Declaration. No Owner shall be permitted to lease a room in the residential dwelling or other structure on a Lot or any portion less than the entirety of the Lot and residential dwelling and other improvements on the Lot.

SECTION 3.15 HOLIDAY DECORATIONS. Exterior Thanksgiving decorations may be displayed on a Lot between November 10 and December 1 of each year. Exterior Christmas decorations may be displayed between Thanksgiving of a year and January 5 of the succeeding year. Easter and Halloween decorations may be displayed three (3) weeks prior to the date of the holiday and must be removed by one (1) week after the date of the holiday. Holiday decorations shall not cause a nuisance to surrounding residents by reason of scope, noise, excessive illumination or the like. The Board of Directors of the Association shall have the authority to determine whether holiday decorations are a nuisance and its reasonable good faith determination shall be conclusive and binding on all parties.

SECTION 3.16 VISUAL SCREENING ON LOTS. The drying of clothes in public view is prohibited. The Owner or occupant of a Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a suitable enclosure to screen all yard equipment, woodpiles or storage piles.

SECTION 3.17 ANTENNAS. A satellite dish antenna which is forty inches (40") or smaller in diameter and an antenna designed to receive television broadcast signals may be installed, provided it is installed in the least obtrusive location on the Lot that allows reception of an acceptable quality signal. All other antennas are prohibited. As used herein, "**least obtrusive location**" primarily means a location that is not readily visible from the street in front of the Lot or, in the case of a corner Lot, the side street adjacent to the Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "**Act**"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board of Directors of the Association may promulgate guidelines which further define, restrict or address the placement and screening of receiving devices and masts, provided such guidelines are in compliance with the Act.

SECTION 3.18 STREETS. It is anticipated that all streets and esplanades in the Subdivision will be public streets and esplanades and will be maintained and regulated by the County. If the streets in a Section are private streets, the Supplemental Declaration will identify the private streets and include provisions for the maintenance, repair and use of the private streets. The Association shall have the right to establish rules and regulations concerning the use of the streets including, but not limited to, speed limits, curb parking, fire lanes, alleys, stop signs, traffic directional signals and signs, speed bumps, crosswalks, traffic directional flow, striping, signage, curb requirements, street cleaning, and other matters consistent with the County's regulations.

SECTION 3.19 FIREARMS. The discharge of firearms in the Subdivision is prohibited. The term "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of type or size. Notwithstanding anything in this Declaration to the contrary, the Association shall not be obligated to take action to attempt to prevent the discharge of firearms in the Subdivision, the intent of this provision being to notify all persons that the discharge of firearms in the Subdivision is prohibited but not to impose upon the Association an obligation to monitor and attempt to control the use of firearms in the Subdivision.

SECTION 3.20 ON-SITE FUEL STORAGE. No on-site storage of gasoline, heating or other fuels is permitted in the Subdivision except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers and similar tools or equipment; provided that, the Association is permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment on Common Area.

SECTION 3.21 DRAINAGE AND SEPTIC SYSTEMS. Basins and drainage areas are for the purpose of natural flow of water only, and no obstructions or debris shall be placed in these areas. No person other than Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Developer hereby reserves for itself and the Association a perpetual easement across the Subdivision for the purpose of altering drainage and water flow, provided that the exercise of such easement shall not materially diminish the value of or interfere with the use of any adjacent property without the consent of the Owner thereof. Septic tanks and drain fields, other than those installed by or with the consent of the Developer are prohibited within the Subdivision. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer or storm drain within the Subdivision.

ARTICLE IV

MCCRARY MEADOWS HOMEOWNER'S ASSOCIATION, INC.

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, administration, and operation of the Subdivision as herein provided and as provided in the Certificate of Formation, Bylaws and other governing documents of the Association. The business and affairs of the Association shall be managed by its Board of Directors. The Developer shall determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board during the Developer Control Period, other than Board members elected by Owners other than Developer as provided in the Bylaws of the Association. The Board may engage the Developer or any entity, whether or not affiliated with Developer, to perform the day to day functions of the Association and to provide for the management, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate, in the Board's sole discretion, to manage and operate the Subdivision in accordance with this Declaration, including without limitation, the right to enter into agreements relating to maintenance, trash pick-up, repair, administration, patrol services, traffic, operation of recreational facilities, or other matters affecting the Subdivision.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. The Association has mandatory membership. Each Owner of a Lot, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to ownership of a Lot, shall automatically follow the ownership of each Lot, and shall not be separated from ownership of a Lot.

SECTION 4.3. MEETINGS OF THE MEMBERS. Annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.

SECTION 4.4. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

SECTION 4.5. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

SECTION 4.6. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, the Certificate of Formation, Bylaws, and other governing documents of the Association, and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

SECTION 4.7. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation, Bylaws or other governing documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Certificate of Formation, the Bylaws, or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration or any governing documents of the Association, or (c) any other civil claim or action. However, no provision in this Declaration or the Certificate of Formation or Bylaws shall be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

ARTICLE V
VOTING RIGHTS IN THE ASSOCIATION

SECTION 5.1. VOTING OF MEMBERS. Subject to any limitation set forth in this Declaration, each member other than Developer shall be a Class A Member entitled to one (1) vote per Lot owned on each matter submitted to a vote of the members. Developer shall be a Class B Member having ten (10) votes for each Lot owned. No member shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Class A Member of the Association, such Class A Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. Such Class A Members shall appoint one of them as the Class A Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Class A Member of the Association, and no single Class A Member is designated to vote on behalf of the Class A Members having an ownership interest in such Lot, then the Class A Member exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Class A Members having an ownership interest in the Lot. All members of the Association may attend meetings of the Association and all members may exercise their vote at such meetings as provided in the Bylaws. Occupants of Lots who are not members of the Association may attend meetings of the Association and serve on committees (except the Architectural Review Committee, after Class B membership in the Association ceases to exist). Fractional votes and split votes are not permitted.

SECTION 5.2. CONVERSION OF CLASS B MEMBERSHIP. Class B membership in the Association shall cease and be converted to Class A membership upon the termination of the Developer Control Period, or on any earlier date selected by Developer and evidenced by a written notice recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

ARTICLE VI
ASSESSMENTS

SECTION 6.1 THE MAINTENANCE FUND. All funds collected by the Association, including Assessments, Transfer Fees and other charges shall constitute and be known as the "**Maintenance Fund**". The Maintenance Fund shall be used by the Association for the general benefit of the residents of the Subdivision and to improve, maintain and repair Common Areas and Reserves. The Maintenance Fund may be used by the Association for, by way of example and not in limitation, maintaining, repairing or replacing parkways, perimeter fences, and esplanades; maintaining, repairing or replacing walkways, entry gates, or fountain areas; installing and maintaining landscaping; maintaining rights-of-way, easements, esplanades and other public areas; installing and operating street lights; operating and maintaining recreational areas, pools, playgrounds, clubhouses, tennis courts, jogging tracks and parks; providing for the collection of garbage; providing fogging and similar services; paying legal fees and other expenses incurred in connection with the enforcement of the provisions of the Declaration; contracting for patrol services; engaging CPAs and property management firms, attorneys, porters, lifeguards, or other individuals to provide services deemed necessary or desirable by the Association; caring for vacant Lots; and doing any other thing necessary or desirable, in the opinion of the Board of Directors of the Association to property preserve the appearance and desirability of the Subdivision and to provide services considered of general benefit to the residents of the Subdivision. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for gross negligence or willful misconduct.

The Board of Directors of the Association shall periodically prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors of the Association shall establish a capital contribution in an amount determined to be appropriate for the projected need for capital repairs and replacements. Provided that, the amount in reserve for future capital repairs and replacements is not required, at any given time, to be fully (100%) funded. The capital contribution required, if any, shall be fixed by the Board of the Directors of the Association and included within and distributed with the applicable budget.

SECTION 6.2 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Lot in the Subdivision is hereby subjected to the Assessments set out in this Article VI and each Owner of a Lot, by acceptance of a deed to the Lot, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

(1) Annual Assessments; (2) Special Assessments to be established and collected as hereinafter provided; (3) Capitalization Fees; (4) Transfer Fees; (5) Community Enhancement Assessments; and (6) costs, fees, expenses, fines, attorneys' fees or other charges charged to an Owner as authorized by the Declaration. The Annual Assessments, Special Assessments, Capitalization Fees, Transfer Fees, Community Enhancement Assessments and other sums, if any, charged to an Owner, together with the interest, costs, late charges, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are made. All such sums levied against a Lot, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time such sums become due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by such successor.

SECTION 6.3 ANNUAL ASSESSMENTS. Each and every Lot in the Subdivision is subjected to an Annual Assessment. The Annual Assessment shall be due in advance on January 1st of each year. The rate of the Annual Assessment to be levied against each Lot shall be determined annually by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Board of Directors of the Association, require. The Annual Assessment shall be uniform as to all Lots in the Subdivision.

SECTION 6.4 MAXIMUM ANNUAL ASSESSMENT. Until January 1, 2017, the maximum Annual Assessment shall be SIX HUNDRED DOLLARS ($600.00) per Lot. From and after January 1, 2017, the maximum Annual Assessment may be increased each year not more than twenty percent (20%) above the maximum Annual Assessment in effect for the previous year without a vote of the membership. The maximum Annual Assessment may be increased by more than twenty percent (20%) of the maximum Annual Assessment in effect for the prior year only by a majority vote of the members present and voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present. The Board of Directors of the Association may fix the Annual Assessment at an amount not in excess of the maximum.

SECTION 6.5 CAPITALIZATION FEE. With the exception of the Developer and a Builder, each Owner, upon acquiring record title to a Lot, is obligated to pay a fee to the Association in an amount equal to fifty percent (50%) of the Annual Assessment then in effect for the purposes set forth below (the "**Capitalization Fee**"). The Capitalization Fee shall be in addition to, not in lieu of, the Annual Assessment or any other sums payable to the Association per the provisions of this Declaration. The Capitalization Fee shall initially be used by the Association to defray operating costs and other expenses and later to make

contributions to the Association's reserve fund. The Board of Directors, in its sole discretion, shall determine whether and to what extent Capitalization Fees shall be used for operating expenses or for contributions to the reserve fund.

SECTION 6.6 TRANSFER FEES. Upon the transfer of title to a Lot, the Association may charge a fee for the costs associated with the transfer of title to the Lot (the "**Transfer Fee**"). The amount of the Transfer Fee shall be established by the Board of Directors of the Association, but it shall not exceed one-fourth ($1/4^{th}$) of the Annual Assessment then in effect. The Transfer Fee is payable by the purchaser of the Lot and is due to the Association on the date that the deed to the Lot is recorded or, in the event of a contract of sale, the date the contract of sale is executed.

SECTION 6.7 COMMUNITY ENHANCEMENT ASSESSMENTS. In addition to the Annual and Special Assessments required to be paid by an Owner, a sum is required to be paid to the Association upon the conveyance of each Lot as provided in this section, such sum being referred to herein as an "**Community Enhancement Assessment**." Community Enhancement Assessments are payable to the Association as follows:

(a) Upon the conveyance of a Lot by the Developer to a Builder, a Community Enhancement Assessment in the amount of $50.00 shall be payable by the Developer to the Association and a Community Enhancement Assessment in the amount of $50.00 shall be payable by the Builder to the Association;

(b) Upon the first conveyance of a Lot by a Builder to a purchaser, a Community Enhancement Assessment in the amount of $50.00 shall be payable by the purchaser of the Lot to the Association but no Community Enhancement Assessment shall be payable by the Builder to the Association; and

(c) Upon each conveyance of a Lot after the first conveyance of the Lot by the Builder, a Community Enhancement Assessment in the amount of $50.00 shall be payable by the seller of the Lot to the Association and a Community Enhancement Assessment in the amount of $50.00 shall be payable by the purchaser of the Lot to the Association.

Community Enhancement Assessments received by the Association under this section shall be held in a separate account and shall be used by the Association for projects, activities, or events considered by the Board of Directors to benefit or enhance the Subdivision or the Owners and occupants of Lots in the Subdivision, including, by way of example and not in limitation, programs and activities of schools attended by children who reside in the Subdivision. Community Enhancement Assessments are in addition to the Capitalization Fee

imposed pursuant to Section 6.5, above, and Transfer Fees imposed pursuant to Section 6.6, above.

SECTION 6.8 SPECIAL ASSESSMENTS. In addition to Annual Assessments, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, storm sewers, sidewalks, and recreational facilities, including fixtures and personal property related thereto, or for any other purpose approved by the membership; provided that, a Special Assessment shall not be levied without the approval of a majority vote of the members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present.

SECTION 6.9 NOTICE AND QUORUM. Written notice of a meeting called for the purpose of increasing the maximum Annual Assessment above the permissible percentage or levying Special Assessment shall be mailed (by U.S. first class mail) to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast at least ten percent (10%) of the total votes in the Association, regardless of class, shall constitute a quorum.

SECTION 6.10 RATE OF ASSESSMENT. Annual Assessments shall commence on all Lots in a Section on the date the plat for that Section is recorded. Lots in the Section owned by the Developer are not exempt from Annual Assessments. A developed Lot which is not occupied and which is owned by the Developer shall be assessed at one-quarter (¼) of the Annual Assessment for a period limited to two (2) years from that date the Lot is considered "developed" and thereafter shall be assessed the full Assessment. A developed Lot owned by a Builder shall be assessed at the rate of one-half (½) of the Annual Assessment for a period of two (2) years from the date the Lot is considered "developed" or a period of two (2) years from the date the Lot was purchased from the Developer, whichever is later, unless otherwise provided in the purchase contract between the Builder and Developer. Thereafter, the Lot owned by the Builder shall be assessed the full rate. The rate of the Annual Assessment for a Lot may change, within a calendar year as the character of ownership and the status of occupancy changes and the applicable Annual Assessment for such Lot shall be prorated according to the rate required during each type of ownership.

SECTION 6.11 EFFECT OF NONPAYMENT OF ASSESSMENTS. Any Assessment not paid within thirty (30) days of the due date shall bear interest at the rate of ten percent (10%) per annum. In addition, the Association may impose late charges on any Assessment which is not paid within thirty (30) days of the due date. Late charges shall be in

addition to, not in lieu of, interest. The Association may bring an action at law against the Owner personally obligated to pay same and/or foreclose the lien against the Lot. Interest, late charges and costs and attorneys' fees incurred in any such collection action shall be added to the amount of such Assessment. An Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for enforcement of such liens, including, specifically, judicial foreclosure and non-judicial foreclosure pursuant to Sections 51.002 and 209.0092 of the Texas Property Code (or any amendment or successor statute), and each Owner expressly grants to the Association a power of sale in connection with said lien.

The Association shall have the right and power to appoint a Trustee to act for and on behalf of the Association to enforce the lien. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any Assessment, the Association may, after providing notice to the Owner as required by law, restrict the right of such nonpaying Owner to use the Common Areas, in such manner as the Association deems fit or appropriate so long as such default exists.

It is the intent of the provisions of this section to comply with the provisions of said Sections 51.002 and 209.0092 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Sections 51.002 and 209.0092 of the Texas Property Code hereafter, the President or Vice President of the Association, acting without joinder of any other Owner, mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Real Property of Fort Bend County, Texas, amend the provisions hereof so as to comply with said amendments to Sections 51.002 and 209.0092 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the Assessments provided herein by the non-use of the facilities or services provided by the Association or by abandonment of his Lot.

SECTION 6.12 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien created in Section 6.2 of this Declaration shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the request of the Owner of any such Lot to secure the payment of monies advanced for the purchase of the Lot and/or the construction of improvements on the Lot. The sale or transfer of any Lot pursuant to foreclosure of a lien that is superior to the Association's lien or any proceeding in lieu thereof, shall extinguish the Association's lien as to sums which became due prior to such sale or transfer, but it shall not extinguish the Association's lien as to sums which thereafter become due. Mortgagees are not required to collect Assessments.

SECTION 6.13 NOTICE OF AMOUNT OF ANNUAL ASSESSMENT. The Board of Directors of the Association shall fix the amount of the Annual Assessment (not in excess of the maximum then in effect) against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the amount of the Annual Assessment shall be mailed (by U.S. First Class Mail) to the Owner of each Lot. Provided that, the failure of the Board to set the amount of the Annual Assessment in any given year or the failure to send notice of the amount of the Annual Assessment shall not affect the obligation of all Lot Owners to pay an Annual Assessment. The Association shall, upon request, and for reasonable charge, provide a certificate signed by an officer of the Association setting forth whether the Assessments and other sums on a particular Lot have been paid and the amount of any unpaid Assessment and other charges.

SECTION 6.14 FINES. Sanctions for violations of the provisions of this Declaration, any Supplemental Declaration(s), the Bylaws of the Association and any rules and regulations promulgated and published by the Association (including but not limited to minimum construction standards or architectural guidelines) may, in addition to all other remedies provided for in this Declaration or by law, include monetary fines. The procedure for imposing monetary fines shall be in accordance with notice and other requirements imposed by law. Any monetary fine levied against an Owner and the Owner's Lot, shall be added to the Owner's Assessment account, secured by the lien created in Section 6.2 and collected in the same manner as Assessments.

ARTICLE VII
INSURANCE AND CASUALTY LOSSES

SECTION 7.1 INSURANCE. The Board of Directors shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for an insurable

improvements to the Common Area. If blanket "all-risk" coverage is not reasonably available, then an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. The Association shall have no insurance responsibility with respect to any Lot. The Board of Directors of the Association shall also obtain a general liability policy insuring the Association for all damage or injury caused by the negligence of the Association or any person for whose acts the Association is held responsible. The public liability policy shall have at least a one million dollar ($1,000,000.00) single person limit with respect to bodily injury and property damage, at least a two million dollar ($2,000,000.00) limit per occurrence, if reasonably available, and at least a five hundred thousand dollar ($500,000.00) minimum property damage limit. Premiums for all insurance on the Common Areas shall be common expenses paid out of the Maintenance Fund. Insurance policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance, and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. All insurance coverage obtained by the Board of Directors of the Association shall be governed by the following provisions:

(a) all policies shall be written with a company authorized to do business in Texas which holds a Best's rating of "A" or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(b) all policies on the Common Areas shall be for the benefit of the Association and shall be written in the name of the Association;

(c) exclusive authority to adjust losses under policies obtained on the Common Area shall be vested in the Board of Directors;

(d) in no event shall the insurance coverage obtained and maintained by the Board of Directors be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgages;

(e) all property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by

one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Fort Bend County, Texas; and

(f) the Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, to the Owner and occupants of Lots and their respective tenants, servants, agents, and guests;

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

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of anyone or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated suspended, or subject to non-renewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this section, the Board of Directors of the Association shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Board's reasonable judgment, but, if reasonably available, may not be less than one-sixth (1/6) of the total amount of the Annual Assessments on all Lots in a given year, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

SECTION 7.2 INDIVIDUAL INSURANCE. By acceptance of a deed to a Lot, each Owner covenants and agrees to at all times maintain property insurance on the Owner's Lot and all buildings and structures on the Lot. Each Owner further covenants and agrees that in the event of loss or damage to improvements on the Owner's Lot, the Owner shall either: (a) proceed promptly to repair or reconstruct the damaged improvements in a manner consistent with the original construction or plans and specifications submitted to and approved by the Architectural Review Committee; or (b) clear the Lot of all damaged improvements and debris and thereafter maintain the Lot in a neat and attractive landscaped condition consistent with the requirements of the Architectural Review Committee and the Association's Board of Directors.

SECTION 7.3 DAMAGE AND DESTRUCTION.

a. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Area 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 for all claims arising under such insurance and obtain reliable and detailed estimates of the cost or repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

b. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the members representing at least seventy-five percent (75%) of the total votes in the Association decide within ninety (90) days after the date of the casualty event not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however such extension shall not exceed sixty (60) additional days, beyond the original ninety (90) day period. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

c. In the event that it is determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Area shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive landscaped condition.

SECTION 7.4 **DISBURSEMENT OF PROCEEDS**. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or if no repair or reconstruction is made, any proceeds shall be retained by and for the benefit of the Association.

SECTION 7.5 **REPAIR AND RECONSTRUCTION**. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Association shall, without the necessity of a vote of the members, levy a Special Assessment against the Owners of Lots sufficient to raise the additional funds necessary to restore the Common Area amenity. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction, if necessary. The amount of any such Special Assessment shall be uniform as to all Lots.

ARTICLE VIII
NO PARTITION

Except as is permitted in this Declaration or amendment thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any person acquiring an interest in the Subdivision or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Board of Directors of the Association 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 IX
GENERAL PROVISIONS

SECTION 9.1 **ENFORCEMENT**. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations set forth in this Declaration. Provided that, only the Association shall have the authority to enforce the provisions in Article VI of this Declaration relating to Assessments. Failure by the Association or by any Owner to enforce any covenant, condition, restriction or reservation set forth in this Declaration shall not be deemed a waiver of the right to do so thereafter.

SECTION 9.2 **SEVERABILITY**. Invalidation of any one of the covenants, conditions, restrictions or reservations in this Declaration by judgment or court order shall not otherwise affect any other provisions in this Declaration, which shall remain in full force and effect.

SECTION 9.3 **OWNER'S EASEMENT OF ENJOYMENT**. Every Owner shall have a right of easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;

(c) the right of the Association or the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; and

(d) the right of the Association to collect and disburse funds as set forth in Article VI.

SECTION 9.4 **DELEGATION OF USE**. An Owner may delegate his/her right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.

SECTION 9.5 **AMENDMENT**. Until the end of the Developer Control Period, Developer shall have the authority to amend this Declaration without the joinder or consent of any other party, so long as an amendment is consistent with the general plan and scheme of development for the Subdivision. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the President and Secretary of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the total eligible votes in the Association have approved an amendment. The amendment, Owner Consents and the affirmation of the President and Secretary of the Association must be duly recorded in the Official Public Records of Real Property of Fort Bend County, Texas. Provided, however, prior to the end of the Developer Control Period, an amendment of this Declaration must also be approved in writing by Developer. Provided further that, without the joinder of

Developer, no amendment may diminish the rights of or increase the liability of Developer under this Declaration. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature or vote of a single Co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

SECTION 9.6 DISSOLUTION. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

SECTION 9.7 COMMON AREA MORTGAGES OR CONVEYANCE. The Common Area shall not be mortgaged or conveyed without the consent of Owners of sixty-seven percent (67%) of the Lots (excluding Lots owned by the Developer).

SECTION 9.8 INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration shall be liberally construed to give effect to its purposes and intent.

SECTION 9.9 OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

SECTION 9.10 ADDITIONAL REQUIREMENTS. If and for as long as required by the Federal Home Mortgage Corporation, the provisions in this section shall be applicable. Unless at least sixty-seven percent (67%) of the first mortgagees and members representing at least sixty-seven percent (67%) of the total votes in the Association consent, the Association shall not:

a. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Common Area, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

b. change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board of Directors of the Association or provisions of any declaration subsequently recorded on any portion of

the Subdivision regarding Assessments annexed or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

c. by act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Areas (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

d. fail to maintain insurance, as required by this Declaration; or

e. use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property, or to add to Reserves.

First mortgagees may, jointly or singly, after thirty (30) days written notice to the Association, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

SECTION 9.11 NO PRIORITY. No provision in this Declaration gives or shall be construed as giving an Owner or other party priority over any rights of the first mortgagee of a Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

SECTION 9.12 NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to provide to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

SECTION 9.13 AMENDMENT BY BOARD OF DIRECTORS OF THE ASSOCIATION. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board of Directors of the Association, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

SECTION 9.14 FAILURE OF MORTGAGEE TO RESPOND. Any mortgagee who receives a written request from the Board of Directors of the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does

not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

SECTION 9.15 ANNEXATION. Until the end of the Developer Control Period, additional land may be annexed to the Subdivision and subjected to the provisions of this Declaration and the jurisdiction of the Association by the Developer without the consent of any other party. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association upon approval of not less than two-thirds (2/3rds) of the members present, in person or by proxy, and voting at a meeting duly called for that purpose at which a quorum is present.

EXECUTED this the 28 day of January, 2016.

DEVELOPER:

VENTANA DEVELOPMENT MCCRARY, LTD.
A TEXAS LIMITED PARTNERSHIP

By: McCrary Road, LLC,
a Texas limited liability company
Its General Partner

By: _____
James B. Grover, Jr., Co-Manager

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 28 day of January, 2016 personally appeared James B. Grover, Jr., Co-Manager of McCrary Road, LLC, a Texas limited liability company, General Partner of Ventana Development McCrary, Ltd., a Texas limited partnership, 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 purpose and in the capacity therein expressed.

_____
Notary Public in and for the State of Texas

PAUL SAVAGE GROVER
MY COMMISSION EXPIRES
November 19, 2017

CONSENT OF LIENHOLDER
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
MCCRARY MEADOWS

The undersigned, being a lienholder against McCrary Meadows, Section One (1) A Subdivision in Fort Bend County, Texas, does hereby consent and agree to the foregoing "Declaration of Covenants, Conditions, and Restrictions for McCrary Meadows" to which this instrument is attached.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

January 28, 2016
Date

By: Margaret Noles

Printed: Margaret Noles

Its: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 28th day of January, 2016 personally appeared Margaret Noles, Vice President of Texas Capital Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

QUEEN WEEKES
Notary Public, State of Texas
Comm. Expires 05-06-2018
Notary ID 124894650

Weekes
Notary Public in and for the State of Texas

EXHIBIT "A"

Big Tooth Maple
Cherry Laurel
Cypress, Bald
Cypress, Montezuma
Elm, Cedar
Elm, Lacebark
Escarpment Black Cherry
Oak, Blackjack
Oak, Bur
Oak, Chinquapin
Oak, Escarpment Live
Oak, Lacey
Oak, Southern Live
Oak, Monterey
Oak, Shumard
Oak, Texas Red
Pecan
Pine
Soapberry
Texas Ash