

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

ARTICLE VII. COMMON AREA

The Board, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that cause damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Lot and secured by the continuing lien set forth in this Declaration.

The Declarant, and its designees, may transfer or convey at any time to the Association interests in real or personal property within or for the benefit of the Subdivision, and the Association is hereby obligated to accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by the Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property shall be transferred free and clear of all liens and mortgages at the time of such transfer. Upon the Declarant's written request, the Association shall reconvey to the Declarant any unimproved real property that the Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

ARTICLE VIII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Open Space and Other Landscape Reserves

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves, and open spaces located within the Subdivision (a) to install, keep, maintain and replace pumps, and related facilities and equipment, in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall automatically terminate at such time as Declarant shall cease to own any portion of the Property subject to the Declaration. The Declarant, the Association, and their designees shall have an access easement over and across any portion of the Subdivision abutting or

containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

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

B. Easements to Serve Additional Property

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

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

C. Utilities and General

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

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

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

D. Reserves

Owners of Lots within the Subdivision are hereby advised that there exist within the Subdivision Restricted Reserves A, B, C and D, restricted in their use respectively to Open Space/Landscape/Recreation/Utility; Compensating Open Space/Landscape/Recreation/Underground Incidental Utilities; Open Space/Landscape; and Open Space/Landscape/Recreation/Utility (collectively referred to herein as "Reserves"). Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, safety, any use, and/or any future change in use of the Reserves. Each Owner of a Lot within the Subdivision hereby agrees to (a) release the Declarant and the Association from any liability for the existence, placement, and/or maintenance of the Reserves, and (b) indemnify each of such released parties from any liability arising out of or related to such Owner's use of the Reserves.

Owners grant an easement to the Declarant and the Association, and their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the normal operation of the Reserves. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots within the Subdivision located adjacent to the Reserves for the purpose of maintenance of the Reserves, including but not limited to overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Reserves.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Reserves and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Reserves and/or Reserves within or adjacent to the Property.

ARTICLE IX. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Regulations and Policies

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable rules, regulations and policies, including but not limited to rules, regulations and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, regulations and policies shall be binding upon all Owners and Occupants. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments pursuant to the provisions set forth herein. Said attorneys fees and fines shall be added to the violating Owner's Assessment account and shall be secured by the continuing lien on the Lot.

C. Remedies

Every Owner shall comply with all provisions of the Dedicatory Instruments. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the Dedicatory Instruments, and to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in the Dedicatory Instruments and local, state and Federal law. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other Dedicatory Instrument.

D. Enforcement by Owners

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

E. Self Help

"Self Help" shall mean the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot and Dwelling and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot and Dwelling into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the Board. In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner notice as may be required by law, of its intent to exercise Self Help.

Subject to any notice that may be required by law, any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. Subject to any notice that may be required by law, the costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, shall be charged to the subject Owner's Assessment account and shall be supported by the continuing lien created herein.

ARTICLE X. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of the Dedicatory

Instruments, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition. All references herein to ARC approval, shall mean the prior written approval of the ARC.

A. Architectural Review Committee - "ARC"

The ARC shall be a committee of the Board. In the absence of a designation by the Declarant, the initial ARC shall be composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided however, the Declarant shall have the sole authority to designate all members of the ARC who need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, the Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment and removal until the first to occur of the following:

1. the Declarant no longer owns any portion of the Property, or
2. the Declarant relinquishes, in writing, its authority over ARC appointment.

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

Guidelines may be promulgated and amended by the Board, with the approval of Declarant during the Development Period, without notice to Owners. Provided however, any such amendments shall not be applied retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions herein, there shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

The ARC shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a Modifications Committee. The members of the Modifications Committee shall be appointed,

and may be removed, by the Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

B. ARC Approval Required

No buildings, Hardscape, additions, modifications or improvements shall be erected, placed or performed on any Lot until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color that may be used when building each design. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. In no case may construction begin prior to written approval of plans by the ARC. If plans are disapproved, no construction can commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge a review fee, to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the thirty (30) day time period set out herein shall not begin to run until the fee is paid.

The ARC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ARC or Board. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot where such actions have not first been reviewed and approved, constitute a violation of the Dedictory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth herein. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Lot and/or Dwelling into compliance with the Dedictory Instruments and any plans and specifications approved in writing by the ARC for construction on that Lot. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for herein, and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the

improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of the Dedicatory Instruments exist. In so doing, the Board or its agents or assigns shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and no more than nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the ARC. If no construction has been commenced within the twelve (12) month period after ARC approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than as established herein, in a Supplemental Amendment, in the Guidelines or the applicable plat or other Dedicatory Instrument. In the event there is a conflict between the Guidelines, this Declaration, any other documents imposed upon the Property that contain a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall any setback on any Lot be less than the width of any easement existing on a Lot, as shown on the Plat. All Dwellings shall be oriented to the front of the Lot. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, all Lots shall have a minimum rear setback of the greater of ten feet (10') or the width of any easement.

D. Landscaping

All open, unpaved space in the front and at the sides of a Dwelling, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

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

Notwithstanding anything contained herein to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC shall have discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Dedicatory Instruments.

E. Grading and Drainage

Topography of each and every Lot must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not

cause undue erosion or impoundment of water on the subject Lot itself or any other Lots, whether adjacent to the subject Lot or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Lot, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

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

F. Temporary Structures

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

G. Garages

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

H. Minimum Square Footage

Townhomes must contain a minimum of 1,600 square feet and maximum of 2,000 square feet of living area which shall not include porches, garages or non-air conditioned areas.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the unilateral right to develop the Subdivision, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain less than the square footage in other portions of the Subdivision.

ARTICLE XI. MAINTENANCE AND INSURANCE

A. Owners' Maintenance Obligations

Unless maintenance is the obligation of the Association, as set forth herein, each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including driveway and its apron portion forward of the building line comprising the Lot. Grass, vegetation and weeds within the fenced portions on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Additional maintenance obligations of Owners shall include, but are not limited to, the following:

1. General Maintenance Standards.

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

Except as provided above, all maintenance of the Dwelling, shall be the sole responsibility of the Owner, and such maintenance shall include, but is not limited to, the following:

a. Driveways and Sidewalks

Each Owner shall maintain and keep in good repair the sidewalk, driveway, and driveway apron on the Lot.

b. Structural and Building

The Owner of each Dwelling must maintain in proper working order and on a continuing basis, all structural and building items. Such structural items shall include, but not be limited to, the slab, foundation, framing, roof structure, walkways, sidewalks, driveways, patios and the like.

c. Utilities

Unless otherwise provided herein, the Owner of each Dwelling must maintain in proper working order, and on a continuing basis, all sanitary sewer lines and facilities, water pipelines, water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which exclusively service each Dwelling, regardless of the location thereof. Utilities which service more than one Dwelling must be maintained, repaired and replaced by all of the Owners of the multiple Dwellings served, pro rata, or in such other proportions as determined by the Board upon written request when the circumstances clearly demonstrate that a different manner of allocation is required.

d. Landscaping, Grass, and Vegetation

The Owner shall have the obligation to maintain, and replace when necessary, all landscaping, irrigation systems, grass and vegetation on the fenced portion of the Lot. The Owner must obtain the prior written approval of the Committee to make any change to the landscaping, grass, and vegetation on the fenced portion of a Lot. The Owner's maintenance obligation includes all mowing, fertilizing, insect control, trimming, feeding, and any other action necessary to maintain the fenced portion of the yard in a neat and clean appearance at all times. Owners must maintain in proper working order at all

times the irrigation system and all components of the irrigation system servicing the fenced and unfenced portions of Lots, including but not limited to the timers and related water costs (the "Irrigation System"). Such maintenance may include repairs and/or replacement of any and all components of such Irrigation System, as may be determined necessary in the sole discretion of the Board. Owners maintenance of the Irrigation Systems shall be performed in conformity with the standards and watering schedule set by the Board. Owners and occupants may not modify any component of the Irrigation Systems servicing the unfenced portions of Lots without the prior written approval of the Board. The cost associated with such maintenance, repair and/or replacement of Irrigation Systems shall be the obligation of the Owner of the Lot.

e. Other items

The Owner of each Dwelling is also responsible for the repair and replacement of all entry doors and hardware, garage doors and hardware, all window glass, window frames, light fixtures and light bulbs, the HVAC system serving the Dwelling, as well as any lines pipes, ducts, and wall penetration. The Owner is also responsible for 100% of the interior of the Dwelling.

Owners' maintenance shall be performed consistent with the Dedicatory Instruments and in conformity with the Community Wide Standard. In the event that the Board determines that (a) any Owner has failed or refused to discharge properly his/her obligations with regard to the maintenance, repair, or replacement of items for which s/he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in addition to the enforcement remedies set forth herein, the Association may turn said matter over to its attorney for further handling. The Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after receipt of the Association's notice, within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within said ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement and shall bill the Owner 110% of such cost and expenses, plus an administrative fee, such bill shall be due upon receipt and if not timely paid, such bill shall be added to and become a part of the Assessment to which such Owner is subject and shall be supported by the lien created herein against the Townhome.

2. Party Walls, Roofs, Foundations

a. General Rules of Law to Apply

Each wall built as a part of the original construction of a Townhome which shall serve and separate any two (2) adjoining Townhomes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance

The cost of reasonable maintenance, repair and replacement of all or any portion of a party wall shall be shared by the Owners served by the party wall in equal proportions.

c. Damage and Destruction

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

d. Weatherproofing

Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and any damage caused to a Townhome caused by such exposure.

e. Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Lot and shall pass to such Owner's successors, heirs or assigns.

f. Foundations and Roofs

The cost of reasonable repair and maintenance of the foundation and roof for each Townhome shall be shared by the Owners served by such foundation and roof, in equal proportions. The foundations and roofs for each Townhome will be dealt with in the same fashion as party walls, as set forth in this Section. The "roofs" as used herein shall be deemed to constitute only the exterior surfaces of the roof constituting the roofing shingles, the underlay beneath the shingles, the decking materials, the flashing and any guttering attached to the roofing eaves.

The responsibility to maintain, repair, or replace any insulation, trusses, beams or any portion of the structure supporting the roof for a particular Townhome shall be the responsibility of the Owner of the respective Townhome requiring maintenance, repair or replacement of such items.

3. Shared Side Lot Line Easement

Owners of adjoining Townhomes sharing a common side Lot line shall have a reciprocal right of ingress to and egress from the adjoining Townhome Lot upon which the adjoining Townhome is located. The foregoing right of each Townhome Lot Owner shall be limited to only areas that are five (5') feet in width upon each adjoining Townhome Lot, running parallel to and contiguous with the entire shared side Lot line, and shall be further limited to the purposes of construction of the Townhome, maintenance, repair and upkeep as is reasonably necessary for said Owner's Townhome, and for emergency ingress and egress in the event of an emergency. Said five (5') foot strip shall also be used for eaves overhang, eaves drip, and land drain for any and all rain water flowing naturally from the eaves of said Owner's Townhome onto the adjacent strip of land.

Conditions and use of the shared side Lot line easement, hereinafter the "Easement", are hereby declared and established by and between the Owners of adjoining Townhomes having shared side Lot lines, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors, and assigns forever, to-wit:

- a. The Townhome Lot Owner using the Easement must replace or return to its prior existing condition, any fencing, landscaping or other items on the adjoining Townhome Lot that s/he may disturb during construction, repair or maintenance, save and except as set out below.
- b. The Townhome Lot Owner using this Easement must leave the Easement clean and unobstructed, unless the Easement is actively being utilized and any items removed must be replaced.
- c. The Townhome Lot Owner using the Easement must notify the adjoining Townhome Lot Owner of his intent to do any construction, repair or maintenance within the Easement at least forty-eight (48) hours prior to starting any work. The hours that such Easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the Townhome or occupants, a Townhome Owner may enter the Easement at whatever time necessary and without prior notice to the Owner of the adjoining Townhome Lot to do necessary repairs or escape any injury to the occupants and/or the occupants' invitees and licensees.

d. Owners of adjoining Townhomes that have a shared side Lot line shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Easement area in such a manner as will interfere with such drainage.

e. No structure shall be constructed or placed upon the Easement area by either Townhome Owner, except the Townhomes and the roof overhang and guttering as provided for above, and any fencing as may set forth in guidelines or approved plans, which allows proper surface drainage. Access to the Easement must be preserved by and for each Owner of the adjoining Townhomes with the shared side Lot line.

f. Owners of adjoining Townhomes that have a shared side Lot line shall have and are hereby granted, a five foot (5') underground easement, extending five feet (5') into each respective side building setback line of the adjoining Townhome Lot with said easement being contiguous to the shared side Lot Line, hereinafter the "Bell Bottom Easement". Said underground Bell Bottom Easement shall be used solely for the installation, construction and maintenance of underground bell bottoms in conjunction with the installation or repair of residential foundations.

4. Disturbance of the Common Area

In the event the performance by an Owner of any maintenance responsibility requires that any portion of the Common Area be modified, removed or disturbed, then such Owner must first obtain the written consent of the Board as to same. All such work must be performed, at the option of the Association, either under the supervision of the Association, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the Board may require a security deposit or advance payment of all of the estimated expenses which the Owner must pay upon demand. Such indebtedness will be added to and become a part of the Assessment to which such Owner and the Owner's Lot are subject, and is secured by the continuing lien hereby established against such Owner's Lot.

5. Self-Help

In the event any Owner of any Lot fails to maintain the exterior of the Lot or improvements thereon (including but not limited to any landscaping upon the Lot not maintained by the Association, the exterior of the Dwelling, improvements or other structures and driveways on such Lot) in a manner consistent with the Community Wide Standard established within the Subdivision as solely determined by the Board, the Board, after ten (10) days notice (or other notice as may be required by law) to the Owner of the Lot setting forth the action intended to be taken by the Association, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Lot and to exercise its self help remedy to bring the Owner's Lot into compliance with this Article.

B. Association's Maintenance Obligations

1. The Association will maintain, repair and replace the Common Area and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated on the Common Area.
2. The Board has full authority, without joinder or consent of any Owner or any other person, to expand, modify, replace, remove or in any other manner change any and all landscaping maintained by the Association. It is expressly stipulated and agreed that the Association does not represent, guarantee or warrant the viability, type, quality, quantity or continued existence of any landscaping within or in the vicinity of the Subdivision, including any landscaping located upon the unfenced portion of any Lot, and no Owner or other person shall ever have any claim whatsoever against the Association or any of its related parties regarding, directly or indirectly, any landscaping.
3. The Association is hereby granted a perpetual non-exclusive easement to the extent necessary for the right to enter upon a Lot in order to exercise its rights created hereunder. Said easement shall be over, across, under, and upon the Lots.
4. To the extent necessary to prevent pest infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other improvement located upon a Lot, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association shall be charged to the Owner of the Lot and secured by the continuing lien created herein.
5. Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such maintenance, hazard diminution and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring the Lot into compliance with the Dedicatory Instruments.
6. The Association shall have the right to maintain, and replace when necessary, all landscaping, grass and vegetation on the unfenced portion of the Lot, the cost of which shall be paid as an operating cost of the Association. An Owner must obtain the prior written approval of the ARC to make any change to the landscaping, grass, and vegetation on the unfenced portion of a Lot. The Association's maintenance obligation includes all mowing, fertilizing, insect control, trimming, feeding, and any other action necessary to maintain the unfenced portion of the yard.

C. Insurance and Casualty Loss

1. Owner's Casualty Insurance

The Owner of each Lot shall maintain at the Owner's expense property insurance sufficient to cover the Lot, the Dwelling, and all improvements on the Lot ("**Owner's Casualty Insurance**") against risk of damage or destruction due to fire, storm, or any other casualty ("**Casualty Loss**") as follows:

- a. The Owner's Casualty Insurance coverage must be in an amount sufficient to cover the full replacement cost of the Dwelling and all improvements including all repair or reconstruction work necessary in the event of Casualty Loss, and must be primary coverage over any insurance maintained by the Association.
- b. Each Owner shall ensure the Association is named as an additional insured and shall provide for a waiver of subrogation in favor of the Association on the Owner's Casualty Insurance policy.
- c. Upon written request, each Owner shall provide to the Association a certificate of insurance evidencing the type, scope, and amount of coverage as well as compliance with the additional-insured and waiver-of-subrogation requirements stated above.

2. The Association's Casualty Insurance

The Association may, but is not required to, maintain property insurance in the Association's name sufficient to cover the Lot and all improvements on the Lot in the event of Casualty Loss. The Association may also, or instead, maintain a "blanket" or "master" property insurance policy sufficient to cover the Subdivision and all improvements within the Subdivision (collectively, the "**Association's Casualty Insurance**"). If the Owner does not maintain the Owner's Casualty Insurance, or if the Association does not receive a certificate of insurance for the Owner's Casualty Insurance, the Association may charge a portion of the premium for the Association's Casualty Insurance against the Lot as a Specific Assessment. The amount of the Specific Assessment must be the portion of the premium that is proportionate to the amount of coverage dedicated to the Lot. This Specific Assessment may be levied by the Board without any further approval required, and is secured by the Association's lien as set forth in Article XIV.

The Association may use the proceeds of the Association's Casualty Insurance to pay for the repair or replacement in the event of Casualty Loss if:

- (i) the Owner fails to maintain Owner's Casualty Insurance, or
- (ii) the Owner's Casualty Insurance is insufficient to pay the full cost of repair or replacement.

If the Association uses such proceeds, the Owner(s) of the benefitting Lot(s) shall be responsible for the payment of portion of the deductible that is proportionate to the amount of the proceeds that benefit the Lot. If the Association does not receive such payment within thirty (30) days of sending an invoice to the Owner(s), the Association may charge the amount owed as a Specific Assessment against the Lot. This Specific Assessment may be levied by the Board without any further approval required, and is secured by the Association's lien as set forth in Article XIV.

3. Casualty Loss

The above notwithstanding, it is the Owner's obligation to have any damage or destruction to their Dwelling or Lot repaired or replaced. In the event of damage due to Casualty Loss, the Owner must bring the affected Lot and all improvements thereon into compliance with the Dedicatory Instruments within six (6) months of the date of the Casualty Loss pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. If the Dwelling is totally destroyed due to Casualty Loss, the Owner of such Dwelling must have the Dwelling razed within ninety (90) days of the date of the Casualty Loss, and replaced within twelve (12) months of the date of the casualty, subject to the prior written approval of the ARC.

4. Additional Requirements

The Association shall not be obligated to maintain insurance on the Owners' personal property. The Board may adopt and amend additional rules and regulations regarding insurance coverage.

ARTICLE XII. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution. The variance must be signed by a member of the Board and recorded in the Official Public Records of Real Property of Harris County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration and/or the Dedicatory Instruments shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration and/or the Dedicatory Instruments for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any

provision of this Declaration and/or the Dedicatory Instruments. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained herein to the contrary, during the Development Period, the Declarant shall have the unilateral right to grant a variance of any of the covenants, conditions and restrictions contained herein so long as the variance is in keeping with the aesthetics of the Subdivision.

ARTICLE XIII. LIMITATION OF LIABILITY

NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR ANY OF THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE ABOVE, SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE ABOVE-MENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY MATTERS REQUIRING APPROVAL HEREUNDER. APPROVAL BY THE ARC, THE BOARD, OR THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF WARRANTY OR GUARANTEE AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS NOR THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessment

Each Owner of any Lot within the Property by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (i) Annual Assessments or charges;
- (ii) any monthly, quarterly, or annual assessments or charges by the Association for or related to utility products or services provided to the Lot or an Owner including, but not limited to, water, sanitary sewer, drainage, electric, cable television, and satellite television usage and service;
- (iii) special assessments for capital improvements (Special Assessments), such assessments to be fixed, established, and collected as hereinafter provided in Section 4 of this Article IV;
- (iv) specific assessments for a particular Lot as follows (Specific Assessments):
 - a. to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

- b. to cover costs incurred in bringing a Lot into compliance with the Restrictions or the Design Guidelines, or costs incurred as a consequence of the conduct of the Owner or Occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests.
- c. Capitalization fees as provided in Section 10 of this Article IV.

The Annual, Special Assessments, Specific Assessments and Capitalization Fees, (referred to herein collectively as the "Assessments") together with such interest thereon and costs of collection thereof including reasonable attorneys fees, as hereinafter provided, shall be a charge on the applicable Lot and shall be secured by a continuing lien upon such Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs, and reasonable attorney's fees, shall be the joint and several personal obligation of the person(s) who was Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them; however, except as otherwise provided herein, the lien shall remain in full force and effect as to any amounts owing with respect to such Lot.

B. Purpose of Assessments

The Assessments levied by the Association shall be used exclusively for the improvement, operation, administration, management, repair and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof and the Dwellings situated thereon, and for the enforcement of this Declaration. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, administration, management, repair, replacement and maintenance of the Common Area and unfenced portion of Lots, as herein authorized, utility services for the Property, or as may from time to time be authorized by the Board, and the cost of other facilities and service activities including, but not limited to, mowing grass, caring for the streets, walkways, grounds, sprinkler system, landscaping, garbage pickup areas, utility lines and improvements, and other charges required by the Dedicatory Instruments, or that the Declarant or Board shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, and replacement of those elements that must be replaced on a periodic basis, taxes and other charges as specified herein. The judgment of the Board in establishing Assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

C. Basis and Maximum of Annual Assessments

- (i) The annual maintenance assessment (the "Annual Assessment") for each Lot shall be One Thousand and No/100 Dollars (\$1,000.00) per annum, payable as determined by the Board.
- (ii) The Annual Assessment may be increased, effective January 1 of each year, without a vote of the membership to an amount not to exceed one hundred twenty percent (120%) of the prior year's Annual Assessment.
- (iii) The Annual Assessment may be increased above the assessment established above, provided that any such change shall have the assent of Members holding two-thirds (2/3)

of the votes present in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the amount and basis of the Assessments undertaken as an incident of consolidation in which the Association is authorized to participate under its Certificate.

D. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements

In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that particular year only, for the purpose of (i) defraying, in whole or in part, the cost of any nonrecurring maintenance; (ii) the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; (iii) any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefitting the Association, or (iv) enabling the Board to carry out the functions of the Association hereunder, provided that any such Assessment shall have the assent of Members holding two-thirds (2/3) of the votes present in person or by proxy, at a meeting duly called for this purpose.

E. Notice and Quorum for any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting and shall set forth the purposes of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called from time to time subject to the same notice requirement, and the required quorum shall be one-half (1/2) of the required quorum at the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

F. Uniform Rates of Assessment

Except as provided herein, both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, semi-annual, quarterly, or monthly basis (i.e. 1/12th of the Annual Assessment on each Lot each month). Neither the Declarant nor the Association shall be subject to payment of Annual Assessments, Special Assessments or Capitalization Fees.

Notwithstanding the provisions of this Section, the Declarant may loan to the Association the difference, if any, between the Association's actual operating expenses for the Property and the total Assessments due as herein provided until such time as all of the Lots are occupied. Any such loan shall bear interest at a reasonable rate, and be repayable on reasonable terms, all to be determined by the Board.

G. Date of Commencement and Due Date of Annual Assessments

The Annual Assessments provided for herein shall commence as to each Lot no later than the first day of the month following the conveyance by Declarant of each Lot containing a Dwelling to a third party. The first Annual Assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each Lot in the last calendar quarter of each year. At least thirty (30) days in advance of such Annual Assessment becoming due, notice of the Annual Assessment shall be sent to every Owner subject thereto. Assessments shall be due and payable monthly, quarterly, semi-annually or annually, in advance, during the term for which such Assessment has been assessed, or as otherwise directed by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

H. Nonpayment of Assessment and Remedies of the Association

Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment may bear interest from the due date until paid at the maximum non-usurious rate of interest per annum or at such lesser rate of interest as fixed by the Board. The Association shall have authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions. The Association shall also be entitled to recover attorney's fees and other costs of collecting delinquent Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In order to secure payment of the Assessments with respect to each Lot, a vendor's lien and superior title to such Lot shall be and is hereby reserved to the Association. As additional security for payment of the Assessments, each Owner of a Lot, by such party's acceptance of a deed thereto, hereby grants the Association a contractual lien on such Lot, which lien may be foreclosed through appropriate judicial proceeding by the Association. Without limitation, each Owner, by virtue of acceptance or ownership of a Lot, irrevocably grants to the Association a power of sale so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at public sale upon compliance with Section 51.002 of the Texas Property Code (or any successor statute), as the same may be amended from time to time. Whenever the Association proceeds pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute) and said power of sale, it shall designate in writing a nominee or 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 (either before or following any action by such trustee) in the Official Public Records of Real Property of Harris County, Texas. If the Association has determined to foreclose the lien provided herein pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of trustee's sale no less than twenty-one (21) days before the date on which said sale is scheduled by posting such notice through the United States Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or trustee shall cause a copy of the notice of trustee's sale to be recorded in the Official Public Records of Real Property of Harris County,

Texas. Out of the proceeds of such sale, there first shall be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, any remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any lawful means, including a judgment for possession, an action of forcible detainer, and the issuance of a writ of restitution thereunder. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same. Each Owner, by virtue of acceptance of ownership of a Lot, hereby expressly vests in the Association, and its agents, the right and power to bring all actions against the Owner personally in Harris County, Texas, or elsewhere as the Association may elect, for the collection of unpaid Assessments as debt. In addition to the remedy of foreclosure of the lien hereby retained and all other rights and remedies available at law or otherwise, in the event of nonpayment by any Owner of such Owner's Assessment in excess of thirty (30) days after the due date, the Association may, acting through the Board, pursue any or all of the following remedies:

- (i) The Association may, without prior notice or liability to the nonpaying Owner, notify such Owner's lenders, the Credit Bureau or other credit sources or any title company, or may file an appropriate claim of public record;
- (ii) The Association may, without prior notice or liability to the nonpaying Owner, terminate any services provided for such Owner and funded from the Assessments.

I. Subordination of the Lien to Mortgages

The lien securing the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase money or improvement mortgages, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for any such assessments due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

J. Capitalization Fees

Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount determined by the Board which is not in excess of one hundred percent (100%) of the Annual Assessment for that year ("Capitalization Fee"). This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of the Annual Assessment. This amount shall be paid to the Association at the closing of the purchase of the Lot and shall not be prorated. The Capitalization Fee may be used for such purposes as may be determined by the Board from time to time. The payment of the Capitalization Fee shall be

secured by the continuing lien set forth herein and shall be collected in the same manner as Assessments.

K. Exempt Property

The Common Area and all properties dedicated to the Association and dedicated to, and accepted by, a local public authority, if any, shall be exempt from the Assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said Assessments.

ARTICLE XVI. MODIFICATION AND TERMINATION OF COVENANTS

A. Amendment by Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

After the expiration of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration and any Supplemental Amendment if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein or in any Supplemental Amendment, or correcting any inadvertent misstatements, errors or omissions herein or in any Supplemental Amendment; provided, however, any such amendment shall not adversely affect the title to any Lots unless the Owner shall consent thereto in writing.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant shall be recorded in the Official Public Records of Real Property of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment, and any amendment thereto, the more restrictive provision shall control.

Any amendment made by the Declarant shall become effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified or terminated by the approval of Owners of a majority of the Lots and the written consent of Declarant. After the termination of the Development Period, approval by the

Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration and any Supplemental Amendment; provided however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above of said amended declaration or amended supplemental amendment (as evidenced by the President's or Vice-President's signature) the amended declaration or amended supplemental amendment shall be recorded in the Official Public Records of Real Property of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the more restrictive provision shall control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
3. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or
4. by any other method permitted under this Declaration or applicable law. Any limitation of amendment to the Declaration and any Supplemental Amendment related to said Property shall not limit the rights of the Declarant pertaining to the Declaration and any Supplemental Amendment as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Properties, as provided herein; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XVII. ALTERNATE DISPUTE RESOLUTION

A. Dispute Resolution

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

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

B. Outside Mediator

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

C. Mediation is Not a Waiver

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

D. Assessment Collection and Lien Foreclosure

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

E. Term

This Article shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article.

ARTICLE XVIII. GENERAL PROVISIONS

A. Severability

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

B. Compliance with Laws

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

C. Gender and Number

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

D. Headlines

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

E. Governing Law

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

F. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

H. Notices

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

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be

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

J. Current Address and Occupants

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

K. Security

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

L. View Impairment

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

M. Video, Data and Communication Service Agreements

Subject to the approval of the Declarant during the Development Period, the Association has or may hereafter enter into an agreement with a service provider for the provision of cable television and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located in the Subdivision. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted herein, and such Assessments shall be supported by the lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data or communication services provided and paid for by the Association with Assessments.

N. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners, shall also apply to all Occupants of any Lot or Dwelling. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

O. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than the Declarant, transferring title shall continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot shall pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees shall be in such amount as the Board may reasonably determine necessary to cover its costs, including

but not limited to, and fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than the Declarant, shall transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute ("Resale Certificate") indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code.

The Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

P. Service Mark

Declarant is the prior and exclusive owner and proprietor of, and reserves all rights with respect to the service mark for Villages at Hanover ("Service Mark"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time and/or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy or resemble, directly or indirectly, the Service Mark. Notwithstanding anything contained herein to the contrary, Declarant hereby specifically grants to the Association, a residential non-profit association which may hereafter be formed, or a non-profit master association which may hereafter be formed with jurisdiction over the Property (each such non-profit corporation is hereinafter referred to as an "Authorized User"), the right to use the Villages at Hanover mark on a limited basis in the administration, consistent with the Dedicatory Instruments of the Subdivision, and enforcement of restrictive covenants encumbering the real property located within the Subdivision located in Harris County, Texas. The right to use the Villages at Hanover mark may continue for so long as an Authorized User (i) operates as a Texas non-profit corporation in conformance with its Dedicatory Instruments and pursuant to its purpose; and (ii) does not engage in the development and/or sale of real property in the Subdivision.

ARTICLE XIX. WESTLAND COVENANTS AND WESTLAND ASSOCIATION

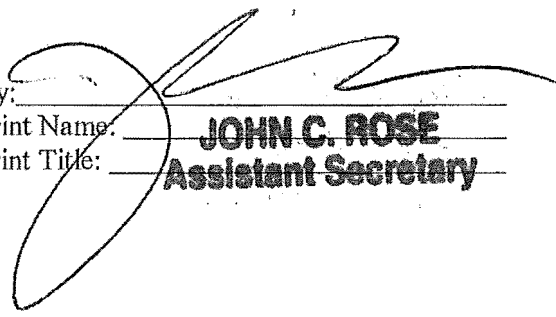
Owners are hereby put on notice that, in addition to this Declaration, the Subdivision is encumbered by that certain Amended and Restated Protective Covenants, recorded under Clerk's File No: R629984 in the Official Public Records of Harris County, Texas (the "Westland Covenants"). The Westland Covenants vest jurisdiction over the Subdivision in the Westland Section Four Owners Association (the "Westland Association"). Pursuant to the Westland Covenants, the Association is obligated to pay annual assessments to the Westland Association pursuant to the formula set forth in the Westland Covenants. Voting rights for the Association are also set forth in the Westland Covenants pursuant to the formula set forth therein. The Association shall budget for and collect sufficient funds from the Members to satisfy its obligations to pay assessments to the Westland Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 28th day of January, 2016.

DECLARANT:

K. Hovnanian of Houston II, L.L.C., a Texas
limited liability company

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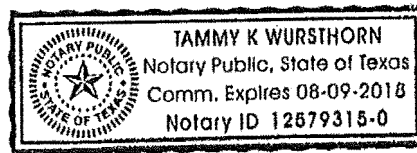
By: 
Print Name: JOHN C. ROSE
Print Title: Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN C ROSE, the Assistant Secretary of K. Hovnanian of Houston II, L.L.C., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein expressed.

Given under my hand and seal of office, this 28th the day of JANUARY, 2016.

Tammy K Wursthorn
Notary Public – State of Texas



RP-2016-38700

RP-2016-38700
Pages 52
01/29/2016 09:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$216.00

RECORDERS MEMORANDUM

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

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

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-38700

FILED FOR RECORD

12:26:37 PM

Monday, September 12, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, September 12, 2022



COUNTY CLERK
HARRIS COUNTY, TEXAS