

MANAGEMENT CERTIFICATE
FOR
VILLAGES AT HANOVER ASSOCIATION

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
§

Pursuant to the provisions of Section 209.004 of the Texas Property Code, the undersigned property owner's association hereby records this Management Certificate for VILLAGES OF HANOVER homeowner's Association.

- (12)
ll
- (1) The name of the subdivision is VILLAGES OF HANOVER.
 - (2) The name of the association is VILLAGES OF HANOVER Owner's Association.
 - (3) The recording data for the Subdivision Plat creating the Villages of Hanover Subdivision Development is: Recording Data Plat No. A-454 file number 20150421008 the Plat Records of Harris County, Texas was filed on July 13, 2015
 - (4) the Instrument and Recording data for the Association (Attached):
Declaration of Covenants, Conditions, and Restrictions for Quail Village II Owner's Association, filed for record as Document No. RP-2016-38700 on January 28, 2016, in the Real Property Records of Harris County, Texas
 - (5) The managing agent of record is Paragon Property Management, LLC, PO Box 55712, Houston TX 77255-5712 ul
 - (6) The name and mailing address of the Property Management agent is: Paragon Property Management, PO Box 55712, Houston TX 77255-5712,
 - (7) The main contact number is 713-242-1285
 - (8) The charge for providing a Resale Certificate to the Title Companies, prospective buyers, and others (pursuant to Section 207.003 of the Texas Property Code) is \$350 and the transfer fee is \$350, both payable to Paragon Property Management

(9) Attachments:

Certificate of Formation 07/13/2015 File Number: 802252775,

Declaration of Covenants, Conditions, and Restrictions 01/28/2016 File RP-2016-38700

IN WITNESS WHEREOF, the undersigned has caused this Notice to be executed as of the date below.

ASSOCIATION:

VILLAGES OF HANOVER OWNERS ASSOCIATION

A Texas nonprofit corporation

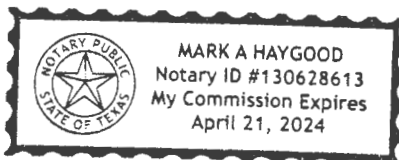
By: *Dorothy Vaughton*

Dorothy Vaughton, Paragon Property Management, LLC

Date: 9/12/22

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 12 day of September, 2022, by Dorothy Vaughton (personally known to me or produced Driver License as identification), Owner of Paragon Property Management, LLC, Managing Agent of Villages of Hannover Owner's Association, a Texas nonprofit corporation, on behalf of said corporation.



Mark Haygood
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Paragon Property Management

PO Box 55712

Houston TX 77255-5712



Office of the Secretary of State

CERTIFICATE OF FILING OF

Villages at Hanover Homeowner's Association, Inc.
File Number: 802252775

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/13/2015

Effective: 07/13/2015



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
JUL 13 2015

Certificate of Formation

Corporations Section

Villages at Hanover Homeowner's Association, Inc.

The undersigned acting as organizer of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

The name of the corporation is Villages at Hanover Homeowner's Association, Inc., hereafter referred to as "Association".

ARTICLE II

The Association is a Texas non-profit corporation, and shall have all the powers and duties specified in and allowable under the Texas Business Organizations Code. No part of the assets or net earnings of the Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Formation, the Association shall not carry on any other activities not permitted to be carried on by a Association exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or corresponding section of any future federal tax code.

ARTICLE III

The period of the Association's duration is perpetual.

ARTICLE IV

The purposes for which the Association is formed are:

- (a) The enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for Villages at Hanover (the "Declaration") which has been or will be recorded in the Official Public Records of Harris County, Texas (the "Subdivision") and any other property which is subsequently annexed and made subject to the authority of the Association. In order to carry out such general purposes, the Association shall have the general power to:

- (1) Fix Assessments (or charges) to be levied against Lots, and establish services, without the obligation to so provide, for the benefit of the Members;

(2) Insofar as permitted by law, this Certificate of Formation, the Bylaws, the Declaration or any other Dedicatory Instruments, to do any other thing of a similar nature that will promote the common benefit and enjoyment of the Owners of the Subdivision, as authorized by the Certificate of Formation, Bylaws, Declaration, any other Dedicatory Instrument or permitted by law.

(b) Without limiting the foregoing general statement of purposes and powers, the Association shall have the power to:

(1) Cause to be kept a complete record of all its receipts and disbursements hereunder and maintain a statement thereof and a summary of the major activities on an annual basis;

(2) Monitor all agents and employees of the Association hereunder and to see that their duties are properly performed;

(3) Fix, levy and collect the amount of the Assessments and other charges to be levied against each Lot;

(4) Buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, which shall include the power to foreclose its lien on any property subject to the Declaration by judicial or non-judicial means;

(5) Procure and maintain liability insurance upon the Board of Directors, its agents and employees, and insurance as deemed appropriate by the Board of Directors on Association assets or any other proper purpose;

(6) Exercise all powers reasonably necessary to effectuate the purposes of the Association;

(7) Manage, control, operate, maintain, preserve, repair and improve the Common Areas and any property subsequently acquired by the Association, or any other property owned by another for which the Association, by rule, regulation, Declaration, or contract, has a right or duty to provide such services.

(8) Borrow money for any purpose subject to such limitations as may be contained in the Dedicatory Instruments;

(9) Enter into, make, perform and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, including but not limited to enforcement of the architectural control provisions contained in the Declaration;

(10) Provide or contract for services benefiting the Subdivision and/or the Owners including, without limitation or obligation, garbage removal and any and all supplemental municipal services as may be necessary or desirable;

(11) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the Subdivision;

(12) Spend money for the improvement or maintenance of property in the vicinity of the Subdivision subject to the Declaration, or adjacent to or adjoining such property;

(13) Suspend the rights of any Owner, their guest or tenants to vote or use the Common Areas;

(14) Promulgate reasonable rules and regulations, adopt Board policies, and implement fines for violation of said rules and regulations;

(15) Enforce any and all covenants, conditions, restrictions and agreements applicable to the Subdivision;

(16) Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association;

(17) Commence or defend any litigation in the Association's name with respect to the Association or any Association property; and

(18) Control the appearance of the Subdivision.

The foregoing enumeration of powers shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent powers.

The Association shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of the Association as set forth above in Paragraphs (a) and (b) of this Article IV. The Association is organized pursuant to the Texas Business Organizations Code and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes and nothing contained in the foregoing statement of purposes shall be construed to authorize the Association to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.

ARTICLE V

The Association shall be a membership corporation without certificates or shares of stock. Every person or entity, other than the Association, who is a record owner of any property subject to the Declaration or to a declaration of covenants, conditions and restrictions heretofore and/or hereafter imposed on property brought within the jurisdiction of the Association are members of the Association. The Members shall be divided into classes and entitled to vote in accordance with the provisions contained in the Bylaws and the Declaration.

ARTICLE VI

The mailing address of the initial registered office of the Association is John C. (Jack) Rose, and the name of its initial registered agent at such address is 13111 Northwest Freeway, Suite 200, Houston, TX 77040.

ARTICLE VII

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The initial Board of Directors shall consist of the following three (3) members appointed by the Class B Member, or their replacements, and shall serve pursuant to the provisions set forth in the Bylaws and/or the Declaration:

Name	Address
1. John C. (Jack) Rose	13111 Northwest Freeway, Suite 200 Houston, TX 77040
2. Steven Tinnin	13111 Northwest Freeway, Suite 200 Houston, TX 77040
3. John Vogel	13111 Northwest Freeway, Suite 200 Houston, TX 77040

The number of directors may be changed pursuant the Bylaws.

ARTICLE VIII

This Certificate of Formation may be amended by at least two-thirds (2/3) of the votes that Members present in person or by proxy are entitled to cast at a meeting of the Members at which the action is submitted for a vote, provided, however, during the Development Period, the joinder of the Declarant will also be required.

ARTICLE IX

To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director or the Association shall not be liable to the Association for monetary damages for an act or omission in the director's capacity as a director. Any amendment of this Certificate of Formation shall not adversely offset any limitation on the personal liability of a director of the Association existing at the time of such repeal or amendment.

- (a) Subject to the exceptions and limitations contained in Article IX
(b) hereof.

(1) Every person who is or has been a director, officer, or managing agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a director or officer and against amounts paid or incurred by him in the settlement thereof;

(2) The words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of this Certificate of Formation; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a director or officer or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association;

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any director or officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Article IX hereof may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director or officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under Article IX.

ARTICLE X

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS ("ASSOCIATION AND RELATED PARTIES"), SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. LOT OWNER AND TENANT ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF ANY LOT OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. LOT OWNER AND TENANT, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF A LOT OWNER OR TENANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH LOT OWNER, TENANT AND OCCUPANT OF ANY LOT ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY LOT OWNER OR TENANT ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE XI

The Association may be wound-up and/or terminated only as provided in the Bylaws and by the laws of the State of Texas.

ARTICLE XII

The name and street address of the organizer is:

Name

Address

John C. (Jack) Rose

13111 Northwest Freeway, Suite 200
Houston, TX 77040

ARTICLE XIII

In case of the resignation, death, failure, incapacity, removal or refusal to serve of any director, the remaining directors may appoint a substitute director or directors to serve the remainder of said term, provided that during the Development Period, the Class B Member shall approve of such appointment. The judgment of the directors, whether the directors are the initial directors or substitute directors in the expenditure of funds of the Association shall be final and conclusive, so long as such judgment is exercised in good faith.

ARTICLE XIV

The Bylaws of the Association shall be adopted by the Board of Directors of the Association and shall thereafter be amended or altered by a majority vote of the Board of Directors of the Association.

ARTICLE XV

All capitalized terms used in this Certificate of Formation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Texas, I, the undersigned, constituting the organizer of the Association, have executed this Certificate of Formation on this the ____ day of July, 2015.

ORGANIZER:

By: _____

John C. (Jack) Rose, Organizer

RESTR
X

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAGES AT HANOVER**

1EE

After Recording Return To:

Rick L. Barker
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2016 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Declaration may be used only in connection with the Villages at Hanover subdivision and the operation of the Villages at Hanover Homeowner's Association, Inc.

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR VILLAGES AT HANOVER**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions for Villages at Hanover, is made on the date hereinafter set forth by K. Hovnanian of Houston II, L.L.C., hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas platted as Villages at Hanover, a subdivision of 9.291 acres being out of the H. & T.C.R.R. Co., Survey, A-454 , according to the map or plat thereof, filed under Clerk's File No. 20150421008 (the "Plat") in the Plat Records of Harris County, Texas (the "Subdivision," "Property" and/or "Villages at Hanover", which term(s) shall include additional land as same may be annexed into the Villages at Hanover Subdivision and made subject to this Declaration); and

WHEREAS, Declarant desires to develop the Property as a single-family, residential townhome and/or detached single family homes subdivision, and to provide and adopt a general plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, as applicable the Property; and

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

WHEREAS, Declarant has deemed it desirable, for the efficient administration of the amenities in said Subdivision and enforcement of this Declaration, to create an Association (hereinafter defined) to which shall be delegated and assigned the authority to administer and enforce these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the Assessments (hereinafter defined); and

WHEREAS, there has been or will be incorporated one or more non-profit corporations created under the laws of the State of Texas, including the first being the Villages at Hanover Homeowner's Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Directors of which Association either have or will establish certain Bylaws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other Dedicatory Instruments (hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and

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restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and shall be covenants running with the land and be binding on all parties, now and at any time hereafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended or supplemented from time to time, and to the jurisdiction of the Association. If any conflict exists between all or any portion of the Declaration and any amendment and/or supplement, the more restrictive provision shall control.

ARTICLE I. DEFINITION OF TERMS

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

- A. “ARC” means the Architectural Review Committee established for the Property as set forth in this Declaration.
- B. “Assessment” means the assessments levied against all Lots pursuant to this Declaration, the Bylaws, a Supplemental Amendment or other Dedicatory Instrument, for the purposes set out herein/therein or any other charge authorized by a Dedicatory Instrument.
- C. “Association” means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Villages at Hanover Homeowner’s Association, Inc. No more than one such non-profit corporation shall be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association is a Texas non-profit corporation that has jurisdiction over all properties located within the Subdivision, as same may be amended from time to time as additional property is annexed into the Subdivision as allowed under this Declaration. For purposes of clarity, when “Association” is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.
- D. “Board” means the Board of Directors of the Association as provided within the Bylaws.
- E. “Builder” means an individual or entity that purchases a single or multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. “Builder” shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

- F. "Bylaws" mean the Bylaws of the Association, as they may be amended from time to time.
- G. "Common Area" means all real property owned in fee or held in easement, lease, or license by the Association for the common use and/or enjoyment of the Owners and shall include areas designated by the Declarant to be conveyed by deed or easement to the Association.
- H. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may be defined in the Guidelines or rules and regulations. Such standards may be specifically determined, and modified, by the Board, with the approval of Declarant during the Development Period.
- I. "Declarant" means K. Hovnanian of Houston II, L.L.C, a Texas limited liability company, its successors and assigns as same may be evidenced by a written instrument recorded in the real property records of the Harris County Clerk's office.
- J. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for the Villages at Hanover, which encumbers the Property, and any other property brought under the control of this Declaration, or any Supplemental Amendment, Annexation Agreement and/or amendment thereto.
- K. "Dedictory Instruments" shall mean each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, Guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.
- L. "Deed Restriction Violation" means a condition on a Lot that does not comply with the terms and conditions of all Dedictory Instruments covering the establishment, maintenance, and operation of the Subdivision. Failure to pay all amounts due and owing on a Lot shall also be considered a Deed Restriction Violation. Damage to Common Area caused by an Owner or his/her Occupant shall also be considered a Deed Restriction Violation.
- M. "Development Period" means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision or the right to direct the size, shape and composition of the Subdivision, which retained rights shall be vested in the Declarant until Declarant no longer owns any portion of the Property or such time as Declarant assigns or relinquishes all of its retained rights.
- N. "Dwelling" means a residential structure constructed on a Lot intended for single-family residential use and includes Townhomes (as defined below) and single family detached homes.

- O. "Guidelines" means general, architectural, and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics. The Guidelines may be promulgated and amended by the Board, with the approval of the Declarant during the Development Period, without notice to Owners. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.
- P. "Hardscape" shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.
- Q. "Lot" means a parcel of Property defined as one Lot by the Plat and/or any replat thereof recorded in the plat property records of Harris County, Texas, and encumbered by this Declaration, and restricted to single-family residential use. There shall be an Assessment due for each Lot owned as defined by the then-plat of record. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot shall be transferred or conveyed. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.
- R. "Member" means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.
- S. "Member in Good Standing" shall mean Declarant and a Member (a) who is not delinquent in the payment of any Assessment against the Member's Lot or any interest, late charges, costs or reasonable attorney's fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner advising Owner of his/her right to request a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (d) who has not failed to pay any fine levied against the Member and/or the Member's Lot pursuant to the Dedicatory Instruments, or (e) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then all Occupants of such Dwelling shall not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.

- T. "Occupant" shall mean Owners, residents, tenants, lessees, guests, and invitees of any Lot or Dwelling within the Property for any period of time.
- U. "Outbuildings" shall mean and refer to structures such as (by way of example and not limitation) storage buildings, sheds, greenhouses, gazebos and shade trellises.
- V. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.
- W. "Public View" shall mean a condition, structure, item or improvement located on a Lot that is openly visible from or by (i) an individual standing at ground level of at least one neighboring Lot (such neighboring Unit does not have to be adjacent to the Lot with any such condition, structure, item or improvement), (ii) a Common Area, or (iii) a street.
- X. "Special Assessment" means an Assessment levied pursuant to the terms set forth herein, for a specific purpose.
- Y. "Supplemental Amendment" or "Annexation Agreement" shall mean an amendment or supplement to this Declaration that subjects additional property to this Declaration and/or imposes, expressly or by reference, additional or different restrictions, assessments and/or obligations on the land described therein. The term shall also refer to the instrument recorded by the Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.
- Z. "Subdivision," the "Property," and/or "Villages at Hanover" means the Villages at Hanover Subdivision located in Harris County, Texas. As of the date of this Declaration, the Subdivision is more particularly described in the Plat. The Subdivision may be supplemented as additional land is annexed into the Subdivision by the recording of an Annexation Agreement or Supplemental Amendment.
- AA. "Townhome" means and refers to a type of single family residential Dwelling constructed on a Lot which may have one or two internal party walls with one or two immediately adjoining Townhomes. Unless otherwise indicated by context, "Townhome" shall include the Lot upon which the Townhome is located.
- BB. "Westland Association" means the Westland Section Four Owners Association, a nonprofit corporation organized for the purpose of administering the Amended and Restated Protective Covenants (Westland, Section Four).
- CC. "Westland Covenants" means the Amended and Restated Protective Covenants (Westland, Section Four) recorded under Clerk's File No: R629984 in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE II. PURPOSE AND INTENT

The Subdivision, as initially planned, is intended to be a single-family, residential development that is planned to feature residential Townhomes. This Declaration shall serve as

the means by which design, maintenance and use of the Property, and additional property made a part of the Subdivision, will be established.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Subdivision is more particularly described in the Plat. Owners of the Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the recording of this Declaration to annex any additional property into the Subdivision. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed and/or the specific restrictions relating to such property, if different. Any Supplemental Amendment or Annexation Agreement may contain assessments, covenants, conditions, restrictions and easements which apply only to the real property annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character and/or intended use of such real property.

The right of the Declarant to annex land under this Section shall automatically pass to the Association upon the expiration of the twenty-five (25) year term granted above.

C. De-annexation of Property

During the Development Period, the Declarant, without the joinder of any other Owners or Members, may de-annex from the Subdivision any property owned by the Declarant. During the Development Period, property not owned by the Declarant may be de-annexed with the prior written consent of the Declarant and the Owner thereof.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote or serve as a director or officer of the Board, after the expiration of the term of the initial Board shall be predicated upon that person being a Member of the Association. Nothing contained herein creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

Declarant and every record Owner shall be a Member of the Association, excluding therefrom persons or entities holding an interest in the land merely as security for the

performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Any one (1) Owner shall have no more than one (1) Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and pass with title to the Lots (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members. In consideration for payment of Assessments, all Owners of Lots in the Subdivision, and subsequently annexed sections if any, shall have the right to the use and enjoyment of the Common Area in the Subdivision. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Subdivision.

C. Voting Rights

The Association shall initially have two (2) classes of membership, being Class A Members and Class B Members, as follows:

1. Class A Membership

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

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

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e. all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one Class A vote cast per Lot.

2. Class B Membership

Class B Members shall be the Declarant and any entity upon which Declarant, in its sole discretion, may confer Class B status in the Association. Declarant shall be entitled to three (3) times the total number of votes allocated to Class A Members. The Declarant's Class B Membership shall terminate when Declarant no longer owns any real property within the Subdivision.

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint/Elect Board of Directors

Declarant shall retain the authority to appoint all members of the Board until not later than the tenth (10th) anniversary of the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, at which time one-third (1/3) of the Board members (who must be Members of the Association) must be elected by the Owners other than the Declarant, as set forth in the Bylaws. After such anniversary, Declarant shall retain the authority to appoint the remaining two-thirds (2/3) of the members of the Board until such time as Declarant no longer owns any portion of the Property. The Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Real Property of Harris County, Texas.

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning property in the Subdivision, only Declarant's Class B Membership shall be restored, until it again terminates as specified hereinabove. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

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

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the provisions of this Article shall apply only to Lots unless other portions of the Property are specifically included in said provisions.

A. Residential Uses Permitted

Lots and Dwellings within the Subdivision shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single-family shall mean the use of and improvement to a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Lot. No building, Outbuilding or portion thereof shall be constructed for income property or such that Occupants would occupy less than the entire Lot and Dwelling.

It is permitted for Owners to lease a Dwelling in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Lot and Dwelling. Leasing a Dwelling for residential purposes shall not be considered a “business”, provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Dwelling at any time. This provision shall not preclude the Association or an institutional lender from leasing a Dwelling upon taking title following foreclosure of its security interest in the Dwelling or upon acceptance of a deed in lieu of foreclosure. “Leasing” for purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No fraction or portion of any Dwelling may be leased or rented. All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant’s family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling shall not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. Model homes leased by the Declarant are exempt from this provision.

No Dwelling may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.

Additional approved residents are:

- a) children of either or both residents;
- b) no more than a total of 2 parents of the residents;
- c) one unrelated person; and
- d) one household employee.

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

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling or Lot except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and Dedicatory Instruments; (c) the business activity does not involve visitation to the Dwelling or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of the Occupants of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an “Incidental Business Use.” At no time may an Incidental Business Use cause increased parking or traffic

within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

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

2. No vehicles displaying signs or advertising shall be permitted to be parked within Public View in the Subdivision, other than service vehicles contracted by Owners to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in the Subdivision, without prior written permission of the Board, whose approval may be issued or withheld at its sole and absolute discretion.

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

C. Animals and Pets

No animals, livestock, including swine or poultry of any kind, shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in or on a Lot or in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals kept inside the Dwelling, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. No animals or pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling and/or fence, be confined on a leash which must be held by a responsible person.

D. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from another location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant, by promulgating this Section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

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

Declarant and the Association shall have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Subdivision, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior written approval by the ARC. All basketball goals and/or backboards are subject to the Guidelines as to type, location, and hours of use. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

F. Exterior Seasonal Decorations

The display of exterior seasonal decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, if any, promulgated by the Board. Such rules may address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior seasonal decorations are placed, or remain, within the Subdivision in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall be authorized to exercise its Self Help remedy, to bring the Owner's Lot into compliance with this provision.

G. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Subdivision, shall be subject to any applicable Guidelines, rules or policies adopted by the Board.

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

H. General Nuisances

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

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

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

Notwithstanding anything contained herein to the contrary, the Association shall have the right but not the obligation to enter upon any Common Area and/or street right-of-way and remove signs not authorized by the Board in advance, and/or to regulate (including, but not limited to, the prohibition of) street vending and similar non-approved activities.

No portion of the Subdivision shall be used, in whole or in part, in a way that creates a nuisance within the Subdivision. Activities or conditions constituting a nuisance are incapable of

exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

I. Generators

The size, number, placement, and other characteristics of standby electric generators within the Subdivision shall be subject to any applicable Guidelines, rules or policies adopted by the Board.

J. Monuments and Fences

The Declarant and the Association, including their respective designees, are hereby granted an easement to place, maintain and repair a monument or marker within the Subdivision.

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

Unless otherwise set forth in a Dedicatory Instrument, Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at the time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and shall have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner(s) having such obligation to maintain and shall be secured by the continuing lien on the Lot.

K. Outbuildings

Outbuildings shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the ARC. The height of outbuildings may not exceed the height of the fence. Reasonable Guidelines may be established from time to time addressing factors including, but not limited to, the appearance, type, size, quality and location of Outbuildings on a Lot.

L. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Lot forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment,

machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Lot. All equipment, machinery, and materials shall be properly stored out of sight of every other Lot immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Lot, or stored out of view until trash collection occurs.

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

M. Parking and Prohibited Vehicles

No commercial vehicles or non-motorized vehicle, by way of example and not limited to tow trucks, plumbing or similar service type vans or trucks, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, street, easement, or right-of-way, unless such vehicle or object is completely concealed from Public View inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are currently licensed and in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed Eighty inches (80") in height, or One Hundred inches (100") in width and (e) have no advertising or signs located thereon, may be parked in the driveway on a Lot, however, no vehicle may be parked so as to obstruct or block a sidewalk, be parked on a grassy area, or be parked so as to obstruct or block access to a driveway. The restriction concerning advertising and signs shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Dwelling in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle for the shorter of: (i) seventy-two (72) consecutive hours or (ii) seven (7) days in any calendar month, whichever occurs first.

Vehicles to be parked on a Lot must meet the restrictions of this Declaration and the Dedicatory Instruments, and at all times be operable, unless otherwise completely concealed in an enclosed garage, have current license tags, current state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the Lot and such storage is strictly prohibited unless same is completely concealed in an enclosed garage. A vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle not incident to residential use of a Lot. Additional rules and regulations for the use, maintenance and parking on private and/or public streets may be promulgated by the Board.

Recreational vehicles, such as mobile homes, motor homes, campers, and boats are not considered vehicles incident to the residential use of a Lot and therefore are not permitted to be stored on Lots for any period of time greater than forty-eight (48) hours. A recreational vehicle with not more than two (2) axles may be parked on the driveway, and for not more than forty-eight (48) hours for loading, and unloading only. A recreational vehicle may not be parked at any time on the street or in a location that blocks access to any driveway.

Parking of any vehicle other than in a driveway or within an enclosed garage of a Lot or other paved area provided for parking is expressly prohibited. The Owners of any Lot, by virtue of ownership of a Lot within the Subdivision, hereby contractually covenant and agree that the Association has jurisdiction over the public streets within the Subdivision, and shall have the right without the obligation to enforce the ban on parking on the public streets.

Notwithstanding anything contained herein to the contrary, the Board may promulgate parking rules which may change the dimensions of permitted vehicles and/or the length of time for temporary parking or storage of vehicles. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules shall control.

The Association may establish from time to time reasonable rules regarding the use, maintenance and parking of vehicles on the streets, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such rules.

N. Play Structures

Play Structures (as defined herein) shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the ARC. Guidelines may be established from time to time regarding play forts, play houses, swing sets and other recreational equipment ("Play Structures"), taking into account such factors including but not limited to the overall height, size, location and number of Play Structures placed on a Lot. In setting the Guidelines, factors including but not limited to the size and configuration of the Lot, the location of the Lot in the community, the location of the Play Structure on the Lot, the type of fencing on the Lot and visibility of the Play Structure from streets, other Lots, and the Common Areas may be taken into account.

O. Screening

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

P. Signs

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

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.
2. Political Signs. Not more than one sign per political candidate or ballot item, not exceeding 4' x 6' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be displayed before the ninetieth day preceding the date of the election and shall be removed before the tenth day after such election.
3. School Spirit Signs. Signs containing information about one or more students residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There may be no more than one sign for each student residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.
4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs and emblems within the Subdivision may be subject to Guidelines.

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

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

Guidelines may be established from time to time addressing the display of signs, including but not limited to billboards, posters, school activities, political signs, security

signs/stickers and advertising devices within the Subdivision. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the streets within the Property and identifying signs and monuments at entrances to the Subdivision.

Q. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC.

R. Tree Removal

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

S. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots. All livings areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View, and will require ARC approval.

T. Wind Turbines

No device used to convert wind into energy, including by way of illustration and not limitation, wind turbines, wind pumps, wind chargers and windmills, shall be permitted to be used, placed or maintained in any location within the Subdivision. Provided, however, this provision does not apply to Common Areas within the Subdivision. The Board shall have the sole discretion to determine what devices are prohibited pursuant to this provision.

U. Window Treatments

Within three (3) months of occupying a Dwelling, an Owner shall install appropriate window treatments in keeping with the Community Wide Standard. Appropriate window treatments would include, by way of illustration and not limitation, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. The Board shall have the sole discretion to determine what window treatments are appropriate.